



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE

Introduction

This hearing dealt with the Tenant's repeated Applications for Dispute Resolution filed under the *Residential Tenancy Act* (the "Act").

The Tenant's Applications for Dispute Resolution were made on October 3 and 11, 2024 (the "Tenant's Applications"). The Tenant applied for the following relief, pursuant to the Act:

- to cancel a One Month Notice for Cause; and
- an order restricting the Landlord's right to enter the rental unit

The Tenant and the Landlord attended the hearing at the scheduled date and time, and provided affirmed testimony.

The Landlord confirmed receipt of the Tenant's Applications and evidence. The Tenant confirmed receipt of the Landlord's evidence. The Tenant stated that the Landlord had served him written submissions and felt the format was not fair. I noted during the hearing that parties are permitted to provide written submission pursuant to the Rules of Procedure. As no other issues were raised relating to service, I find the above mentioned documents were sufficiently served pursuant to Section 71 of the Act.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to an order cancelling the One Month Notice to End Tenancy for Cause (the "One Month Notice") dated September 27, 2024, pursuant to Section 47 of the Act?
2. If the Tenant is unsuccessful in cancelling the One Month Notice, is the Landlord entitled to an Order of Possession, pursuant to Section 47 and 55 of the Act?
3. Is the Tenant entitled to an order restricting the Landlord's right to enter the rental unit, pursuant to Section 70 of the Act?

Background and Evidence

The parties testified and agreed to the following; the tenancy began sometime in 2019. The parties agreed that they do not have a written tenancy agreement between them. The Landlord stated that the monthly rent is \$1,300.00 per month, whereas the Tenant was unsure the amount of rent as a portion is subsidized.

The Landlord testified that he served the Tenant in person with the One Month Notice on September 27, 2024 with an effective vacancy date of October 31, 2024. The Tenant confirmed having received the One Month Notice on the same day. The Landlord's reason for ending the tenancy on the One Month Notice is;

"Tenant has permitted an unreasonable number of occupants in the unit"

"Tenant or person permitted on the property by the tenant has; significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the Landlord, and put the landlord's property at significant risk"

"Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to cause damage to the landlord's property"

"Tenant or person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the property."

“Tenant or person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord”

“Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit”

“Tenant has assigned or sublet the rental unit without the landlord’s consent”

The Landlord stated that the main reason for seeking the end of the tenancy is that the Tenant has an unreasonable number of occupants residing in the rental unit. The Landlord stated that he can tell there are many people residing in the rental unit given the garbage accumulating around the rental property, a mattress in the backyard, and two tents that had been placed in the backyard.

The Landlord stated that he inspected the rental unit on September 27, 2024 at which point he was notified by the Tenant that the Landlord was only permitted to inspect the common areas and not the bedrooms. The Landlord stated that each of the four bedrooms had locks on them and that the Tenant was denying access to the areas.

The Landlord stated that the rental property is a duplex and that a single woman resides next door to the Tenant and that she is scared for her safety given the number of occupants residing in the rental property. The Landlord stated that there is a risk to his property not knowing who is coming and going and that his insurance would have to cover more people should something happen to the property.

The Landlord suspects illegal activity given the people that are coming and going from the property. The Landlord stated that the vehicles leave tread marks on the lawn and that one vehicle is parking on the neighbouring Tenant’s property and the Tenant refuses to move the vehicle.

The Landlord stated that the Tenant has damaged the bathroom in the basement by removing the flooring and walls, also the Tenant is smoking in the rental unit. The Landlord referred to a service report from a gas technician who attended the rental unit to repair the furnace and made observations of the unit being occupied by several individuals and it smells like marijuana.

The Tenant responded by stating the guests coming and going were attending his birthday party. The Tenant stated that he is permitted to have as many people over as

he wishes, just as long as it does not pose a fire risk. The Tenant acknowledged the discarded garbage and mattress around the rental property, however, states that he cannot afford to dispose of the items and is waiting for the Landlord to deliver a bin to remove the items.

The Tenant stated that the gas technician was obviously a friend of the Landlord's and that he only provided hearsay and was biased. The Tenant stated that his vehicle parked on the neighbouring unit's property is immobile, therefore, it cannot be moved. The Tenant denied any illegal activity.

The Tenant denied damaging the bathroom, the Tenant stated that he removed the flooring and opened the wall as he could smell a dead animal. The Tenant stated that he was intending to repair the bathroom to surprise the Landlord. The Tenant stated that he has done previous improvement for the Landlord in the past.

The Tenant stated that the Landlord is not permitted in the bedrooms of the rental property as it is his personal and sensitive space and that he does not trust the Landlord entering these areas. The Tenant acknowledged the doors are locked and he is not providing the keys to the Landlord. The Tenant stated that they Landlord can get the keys from the ACT Team (support team of the Tenant).

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

According to Section 47 (1) of the Act, a landlord may end a tenancy by giving notice to end the tenancy for cause. In the matter before me, the Landlord has the burden of proof to prove that there is sufficient reason to end the tenancy.

The Landlord served the Tenant with a One Month Notice in person on September 27, 2024. The Tenant confirmed having received the notice on the same date. I find the One Month Notice was sufficiently served pursuant to Section 88 of the Act. The Tenant applied to cancel the One Month Notice on October 3, 2024. As such, I find that the Tenant applied within the appropriate timelines.

I find that the Tenant has not taken any responsibility nor shown any willingness to correct the breaches outlined by the Landlord. I find that the Landlord has provided

sufficient evidence to demonstrate that the Tenant has left garbage, possession including a mattress around the property with no willingness to clean or remove the items. I find this is not the Landlord's responsibility.

The Tenant expressed that he is unable to move a vehicle that is parked on the neighbouring Tenant's property. I find that this is significantly interfering with another occupant of the rental property.

The Tenant has deconstructed the bathroom of the rental unit without the Landlord's permission including removing the flooring and the wall. I find that this demonstrates extraordinary damage to the rental unit.

Most concerning, the Tenant is restricting the Landlord's ability to inspect the rental property by having the bedrooms locked and not provided access to the Landlord. I find this has significantly interfered with the Landlord. Furthermore, the locks observed on the bedroom doors and subsequent two tents found in the backyard would indicate that the Tenant has sublet the rooms to additional occupants without the Landlord's consent.

In light of the above, I find that the Landlord has demonstrated sufficient cause to end the tenancy based on the One Month Notice dated September 27, 2024. I therefore dismiss the Tenant's Applications without leave to reapply.

I find that the One Month Notice meets the requirements of Section 52 of the Act and the Landlord is entitled to an Order of Possession effective November 30, 2024. The Landlord is to serve the Tenant with the Order as soon as possible. Should the Tenant not comply with the Order, it can be enforced through the Supreme Court. The Tenant is cautioned that cost of enforcement is recoverable by the Landlord under the Act.

Conclusion

The Tenant's Applications are dismissed. The Landlord is entitled to an Order of Possession effective November 30, 2024.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 07, 2024