



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a notice to end tenancy for cause.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, served personally on approximately November 2, 2010. The Landlord confirmed receipt of the hearing documents.

The parties appeared at the teleconference hearing, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. The Tenant confirmed receipt of the Landlord's evidence.

Issues(s) to be Decided

1. Is there cause to end the Tenancy in accordance with section 47 of the *Residential Tenancy Act*?

Background and Evidence

I heard undisputed testimony that this rental unit is a twenty room heritage house that has been converted to single room occupancy units where each unit has their own cooking facility and the occupants of the building share washroom facilities. The parties entered into a written month to month tenancy agreement effective August 16, 2010. Rent is payable on the first of each month in the amount of \$545.00 and the Tenant paid a security deposit of \$272.50 on or before August 21, 2010.

The Landlord and Agent provided testimony and referred to their documentary evidence which included copies of warning letters issued to the Tenant on September 23, 2010, October 5, 2010, and November 10, 2010. The Landlord advised that the tenants who occupy this building are classified as "hard to house" given the history and lifestyle choices. He stated that he knew this tenancy would be a tough tenancy as the Tenant immediately began to cause problems. The Tenant lives a lifestyle where he is out and about for most of the evening returning to the rental property in the early hours of the morning, accessing his unit by climbing up the metal fire escape and entering through the top fire doors, which causes disturbances to the other tenants. He stated that the Tenant is known to bring guests home with him and to carry on their visiting, fighting, and business while other tenants are attempting to rest. He confirmed that there is a notice posted in the house which states "no guests after 11:00 p.m.", that it states this in the written tenancy agreement, and that it was noted in the September 23, 2010 warning letter to the Tenant. In addition to the letters the Landlord has had numerous conversations with the Tenant about his behaviour. The Landlord states that he receives complaints about this Tenant daily and these complaints come from numerous tenants. Then the Tenant broke the glass in the front entrance which caused the Landlord to issue the 1 Month Notice to End Tenancy.

The Agent provided further testimony that he is seeking a positive outcome here today to end disturbances in the building being caused by this Tenant. He wants what is best for the other hard to house tenants. This Tenant is creating a rough spot for the Landlords and they feel they have completed their due diligence by issuing the Tenant written warning notices and now the Notice to End Tenancy. The Agent stated that they appeared today to "get the tenant out" and they are seeking an Order of Possession for as soon as possible.

The Tenant confirmed that he has had some trouble at the rental unit with his lady friends and that he is no longer brings them to the unit. He confirmed that he has caused disruptions in the past but that a lot of the recent noise has been caused by other tenants and not him. He admits to coming home late but that he needs to work

and conduct his business during the evening and he is trying to be quiet. He admitted to breaking the glass in the front door but that it was an accident because he was carrying a cardboard box and had to open the door with his foot. He stated there was no door stop so the door was banged and broke the glass. He confirmed receiving warning notices from the Landlord however he never read them because his eyes are bad. He is unaware of a notification about guests posted in the building. The Tenant confirmed having numerous conversations with the Landlord and states that he was not sure he was the one causing the problems.

In closing, the Agent advised that they issued notices to end tenancy to two other tenants and they are simply moving out and only this Tenant filed to dispute the notice. He confirmed that they want this Tenant evicted as soon as possible.

Analysis

Upon review of the 1 Month Notice to End Tenancy issued October 22, 2010, I find the Notice to be completed in accordance with the requirements of the Act and I find that it was served upon the Tenants in a manner that complies with the Act. With respect to the effective date of the Notice listed as November 31, 2010, Section 53 of the Act provides that if a landlord gives a notice to end tenancy effective on a date that does not comply with this Division, the notice is deemed to be changed. Therefore I find the effective date of the 1 Month Notice to be November 30, 2010.

Upon consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the Notice and therefore I dismiss the Tenant's application to cancel the Notice.

Section 55 of the Act provides that an Order of Possession must be provided to a Landlord if a Tenant's request to dispute a Notice to End Tenancy is dismissed and the Landlord makes an oral request for an Order of Possession during the scheduled hearing. Based on the aforementioned I grant the Landlord an Order of Possession

effective on November 30, 2010, the effective date of the 1 Month Notice to End Tenancy.

Conclusion

The Landlord's copy of this decision will be accompanied by an Order of Possession effective November, 30, 2010 at 1:00 p.m. The Order must be served upon the Tenant and may be filed in Supreme Court and enforced as an Order of that Court.

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 25, 2010.

Dispute Resolution Officer