



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 47 of the *Residential Tenancy Act* (the “Act”) for An Order Cancelling a Notice to End Tenancy for Cause

The Notice to End Tenancy for Cause (the “Notice”) lists the following causes:

1. The tenant has allowed an unreasonable number of occupants in the unit;
2. The tenant or a person permitted on the property by the tenant has:
 - a. Significantly interfered with or unreasonably disturbed another occupant or the landlord; and/or
 - b. Seriously jeopardized the health or safety or lawful right of another occupant or the landlord;;
3. 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 or the landlord; and
4. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Tenants and Landlords were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the mutual agreement to end tenancy valid?

Is the Notice valid?

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy began on May 1, 2008. Rent in the amount of \$474.00 is payable in advance on the first day of each month. No security deposit was taken from the Tenant. On July 19, 2011, the Landlord, represented by three board members and the maintenance supervisor attended the Tenant’s unit and personally served the Tenant with a Notice to End Tenancy for cause (the “Notice”). The Landlord states that they were invited inside the unit by the Tenant and discussions took place concerning

problems with and behaviour of the Tenant. The Landlord states that this meeting occurred at 5 p.m. in the afternoon and lasted for about 10 minutes during which the Tenant acknowledged that he wished to end the tenancy and a Mutual Agreement to End the Tenancy by August 31, 2011(the "Agreement") was signed by both Parties.

The Tenant states that the Landlord is a liar and that they came to his unit at 8:00 a.m., that he was just waking up and that he was told to sign a document which he did without question. The Tenant states that he made a mistake in signing the Agreement. The Landlord states that the Notice was explained to the Tenant and that the Tenant indicated that he understood the Notice process and the Agreement.

The Landlord provided documentary evidence, including a signed statement from several tenants, of the problems with the Tenant and the tenancy. The Landlord states that the problems caused by the Tenant has been going on for some time and that the Landlord could no longer try to work out the problems as the Tenant continues to change his mind about promises made to clear up the problems and complaints. The Landlord states that the other tenants are afraid of the Tenant who is putting all the other residents at risk through his behaviour and that of his guests. The Landlord requests an Order of Possession should either the Agreement or Notice be found to be valid.

The Tenant states that he has done nothing wrong and that he has no control over his guests who the Tenant states does not bother anyone. The Tenant denies all the allegations of the Landlord contained in the materials. It is noted that the Tenant's speech was garbled and difficult to follow. The Tenant left the Hearing early.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Given the oral and documentary evidence of the Landlord, including a copy of the Agreement, and considering the content and delivery of the Tenant's oral evidence, I find that the Tenant may not have fully understood what he was signing and I cannot therefore give any effect to the Agreement. This same evidence however brings me to conclude that the Landlord has substantiated cause to end the tenancy for the reason that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord. I therefore find the Notice to be valid and that the Landlord is entitled to an Order of Possession. The Tenant's application is dismissed.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: August 26, 2011.

Residential Tenancy Branch