



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes:

CNC

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated July 12, 2011.

Both parties and a witness for the landlord appeared and gave testimony in turn.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence is whether the criteria to support a One-Month Notice to End Tenancy under section 47 of the *Residential Tenancy Act*, (the *Act*), has been met, or whether the notice should be cancelled.

The burden of proof is on the landlord to establish that the notice was justified.

Background and Evidence: One Month Notice

The tenancy began in April 2010. The current rent is \$367.00 and a security deposit of \$380.50 was paid.

The tenant had submitted into evidence a copy of the One-Month Notice to End Tenancy for Cause dated July 12, 2011 showing an effective date of August 31, 2011. The One-Month Notice to Notice to End Tenancy for Cause indicated that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord and had seriously jeopardized the health, safety or lawful right of another occupant or the landlord.

The landlord testified that the One Month Notice was issued for the same reasons that a previous Notice had been issued in 2010. The landlord testified that over the past two years there have been many complaints about the tenant or her guest yelling, having loud arguments, inappropriate conduct and interference with other residents including children in the common area.

The landlord testified that at a previous hearing, held on August 24, 2010, the tenant made a formal commitment not to have this particular guest in her unit or on the

property between the hours of 9:00 p.m. and 6:00 a.m. and a promise that her guest would refrain from disturbing or interfering with other residents in the complex and would also avoid contact with others, while visiting. This was part of the settlement for the dispute in exchange for the landlord withdrawing a One-Month Notice to End Tenancy for Cause . The landlord testified that, because the tenant has not honoured this agreement, and complaints are still being received, a second One-Month Notice to End Tenancy for Cause was issued and the landlord is requesting an order of possession.

In evidence, the landlord submitted copies of letters from the landlord to the tenant dated August 26, 2010, March 31, 2011 and June 10, 2011. Other “anonymous” letters of complaint submitted into evidence were disregarded, however, the landlord gave verbal testimony with respect to more recent complaints and reports about the conduct of the tenant and her guest.

A witness for the landlord appeared and gave testimony in her capacity as a police officer. The witness confirmed that police monitoring established that the tenant’s guest was found to be on the premises on numerous occasions beyond the 9:00 p.m. time deadline and the witness provided several dates on which this had occurred.

The tenant testified that she was not aware of the above allegations and stated that to her knowledge the complaints had only come from two individuals who likely have some other motive for lodging their complaints. The tenant testified that none of alleged conduct issues had ever been proven as fact. The tenant denied ever having loud arguments, but did acknowledge that she occasionally raised her voice to discipline her son. The tenant stated that she had no knowledge of any incident in which her guest had propositioned or interfered with any of the other residents.

The tenant also denied that her guest was living with her and pointed out that, just prior to the birth of her baby, her guest was permitted by the landlord to stay afterhours in support for her difficult pregnancy until the child was born in June.

The tenant did not feel that the tenancy should be ended. However, the tenant stated that she may be leaving the complex in the near future as she requires a 3-bedroom unit for her family.

Analysis:

I accept the evidence submitted by the landlord and the landlord’s witness and find that the tenant’s conduct has met the threshold to justify ending the tenancy for cause under section 47 of the Act. For this reason I find I must dismiss the tenant’s application to cancel the One-Month Notice to End Tenancy for Cause .

A mediated discussion ensued and the parties agreed that the tenancy would end on September 30, 2011.

Conclusion

The tenant's application is hereby dismissed without leave.

I hereby issue an Order of Possession in favour of the landlord effective September 30, 2011 at 1:00 p.m. This Order must be served on the Applicant tenant and may be enforced by the Supreme Court if necessary.

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 22, 2011.

Residential Tenancy Branch