



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began February 1, 2011 with monthly rent of \$1010.00 and the tenant paid a security deposit of \$505.00.

On February 29, 2012 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

- The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
- The tenant has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The landlord stated at the onset of the hearing that the tenant had not served the hearing documents in accordance with the *Act* as the hearing documents were prepared March 5, 2012 and not served on the landlord until March 15, 2012, well outside the 3 day time limit.

The landlord also stated that as of March 1, 2012 the property management company for this property had changed hands and the application was amended.

The landlord testified that they have received numerous noise complaints from other tenants in the building in relation to this tenancy and that one tenant vacated because of

the noise. The landlord stated that the complaints started in the fall of 2011 and that on November 4, 2011 and again on November 7, 2011 the tenant was issued a warning letter.

The tenant testified that she had never received either of the warning letters that the landlord claims to have served the tenant. The landlord responded by stating that in the previous hearing the tenant said that she had received one but not both of the warning letters. The landlord said she had personally served both warning letters on the tenant and had advised the tenant that the landlord's next step would be to issue a notice to end tenancy.

The landlord stated that after receiving more written complaints from other tenants about noise, the smell of marijuana and excessive traffic coming in and out of the tenant's rental unit in February 2012, the landlord issued a notice to end tenancy for cause to the tenant. Written complaints were received February 20 and 23 by different tenants who all state the same concerns of possible illegal activity in the tenant's rental unit, noise and non-tenants being allowed unrestricted access to the building. The landlord stated that on one occasion the police were called to check on possible illegal activity and 2 of the individuals who had just been at the tenants were arrested for selling drugs. The landlord stated that she can also see the rental property from her residence and often sees the traffic coming to the building to go to the tenants.

The landlord stated that they discovered a posting the tenant placed on Craigslist on March 14, 2012 where the tenant asks for legal assistance to sue the landlord and the resident manager for discrimination and harassment. In the posting the tenant states the full name of the resident manager, names the property company and makes disparaging comments about both. The landlord stated that she is very concerned that this posting is still on the internet and how it may affect her directly as she takes great care to be a professional in her duties as resident manager.

The tenant stated that she does not smoke marijuana and does not allow her friends to smoke marijuana in her rental unit. The tenant maintained that the traffic to her rental unit is friends helping her out with grocery money. The tenant stated that she had 'no idea' how or who placed the posting on Craigslist and that perhaps someone she knew had posted it. When asked about the personal content of the posting and how someone she knew would have that level of detail, the tenant did not comment. The tenant did state that she had felt threatened by the landlord as the landlord stated her security deposit may not be returned.

The landlord per section 55 of the Residential Tenancy Act verbally requested an order

of possession for the rental unit effective 2 days after service upon the tenant. The landlord stated that if the April 2012 rent is paid in full by 11:00AM, Monday April 2, 2012, the landlord will allow the tenant to remain in the rental unit until April 30, 2012.

Analysis

Based on the documentary evidence and undisputed testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds to have the notice to end tenancy for cause upheld.

The landlord has issued 2 written warnings notices to the tenant after receiving multiple complaints about excessive noise coming from the tenant's rental unit. The landlord also continues to receive written complaints from other tenants in the building as the excessive noise in and foot traffic to the tenant's rental unit continues.

More disconcerting however is the Craigslist posting that the tenant or an associate of the tenants placed where disparaging comments are made about the resident manager and property management company and states the resident manager's full name. It is recognized that the tenant may not look favourably upon the landlord at this time, however a posting of this nature, purposely made public on the internet has the potential to have a strong negative impact on the landlord and significantly interfere with the landlords ability to conduct their business. This posting has also had a very negative impact on the resident manager who expressed great concern over the matter.

Therefore based on the above, I find that the landlord has met the burden of proving that they have cause to end this tenancy.

Conclusion

The tenant's application is hereby dismissed without leave to reapply.

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and 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: March 29, 2012

Residential Tenancy Branch