



# Dispute Resolution Services

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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 two notices to end tenancy for cause. The tenant, an advocate for the tenant and two agents for the landlord participated in the teleconference hearing.

### Issue(s) to be Decided

Is either of the notices to end tenancy valid?

### Background and Evidence

On March 23, 2012, the landlord served the tenant a notice to end tenancy for cause. The notice cited two reasons for ending the tenancy: the tenant has allowed an unreasonable number of occupants in the unit; and the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. On March 30, 2012, the landlord served the tenant with a second notice to end tenancy, which cited the reason for ending the tenancy was that the tenant had seriously jeopardized the health or safety or lawful right of another occupant or the landlord. The tenant acknowledged that he received the two notices on these two dates.

### *Landlord's Evidence*

The rental unit is in an SRO (Single Room Occupancy) building that has been recently renovated, so health and cleanliness is very important. The tenant's unit is a mess, and he was warned several times about the condition of his unit.

The tenant leaves the door to his unit open, which is contrary to fire regulations and is a safety issue. The landlord received a complaint from the fire department about the tenant leaving his door open.

The rental unit is an SRO, only intended for one occupant, but the tenant has had other occupants in the rental unit and has caused unreasonable disturbances. The tenant is often intoxicated and quite intimidating to the staff and other occupants.

On one occasion the tenant grabbed the neck of DB, one of the landlord's agents. Then on March 28, 2012 the tenant again confronted DB in an aggressive manner and reached for her neck.

The landlord acknowledged that they did not submit documentary evidence to support the claim of a fire hazard or copies of the written warnings they gave the tenant. The landlord also acknowledged that they did not give the tenant a written warning after the first grabbing incident.

In the hearing, the landlord verbally requested an order of possession.

#### *Tenant's Response*

The tenant denied having anyone else living in his unit. The tenant initially stated that he did not receive any noise complaints from the landlord, but later in his testimony he stated that the landlord complained to the tenant "not too many times."

In regard to the alleged grabbing incidents, the tenant stated that the first time it was just a joke, he and DB were "just carrying on," and he never touched her after that. The tenant denied doing or saying anything to DB the second time. The tenant also stated that just because the landlord's staff may have smelled liquor on his breath, that doesn't mean he was intoxicated.

#### Analysis

I find that the second notice to end tenancy, which alleges that the tenant seriously jeopardized the health or safety or lawful right of another occupant or the landlord, is valid. The tenant acknowledged that he did touch DB the first time. I do not accept the tenant's submission that he and DB were "just carrying on." Though the tenant may have perceived the incident this way, DB clearly did not. I found the landlord's testimony credible, and I find it more likely than not that the tenant did act aggressively toward DB and reach for her throat on March 28, 2012. I found the tenant's testimony in general to be contradictory and lacking in credibility.

As I have found that the second notice to end tenancy is valid, I do not need to consider the validity of the first notice.

Conclusion

The tenant's application is dismissed. The landlord has requested an order of possession, and I accordingly grant the landlord an order of possession for April 30, 2012, the effective date of the notice. The tenant must be served with the 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: April 18, 2012.

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Residential Tenancy Branch