



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 for Dispute Resolution by the Tenant to cancel a Notice to End Tenancy issued for cause.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Should the 1 Month Notice to end tenancy issued on October 31, 2012 be upheld or cancelled?
2. If upheld, did the Landlord appear at the hearing and make an oral request for an Order of Possession?

Background and Evidence

The Tenant submitted a copy of the 1 Month Notice into evidence. The Landlord submitted 81 pages of documentary evidence which included, among other things, copies of: the 1 Month Notice; a chronological list of events from August 3, 2012 to December 4, 2012; copies of the occurrence log; six letters written to the Tenant between April 17, 2012 and October 24, 2012; and the tenancy agreement.

The Landlord and witness affirmed that the Landlord personally served the Tenant with the 1 Month Notice to end tenancy (the Notice) on October 31, 2012 and the Landlord's evidence package on December 5, 2012.

The Tenant acknowledged receipt of both the Notice and the evidence package and stated that she did not read them as she lost them. The Tenant stated she could not

remember if she provided the Notice with her application for dispute resolution. I asked the Tenant if she knew why she was at this proceeding and she replied: "I've been a bad tenant and I have to move if you say so".

The Landlord confirmed that the Notice was issued because the Tenant has significantly interfered with or unreasonable disturbed another occupant or the landlord and has seriously jeopardized the health or safety or lawful right of another occupant or the landlord. When describing the list of events, as listed in their evidence, the Landlord advised that the accumulation of the Tenant's recent behaviour has caused them to evict her.

The Landlord submitted that the Tenant has been issued several warning letters and that her behaviour has escalated to the point where she is placing herself, the other tenants, and staff at risk. Specifically she has been caught holding the doors open and allowing strangers into the building unaccompanied. She has offered sexual favors to another tenant in the elevator, and has recently brought home a bad client who caused injury to the Tenant which required police attendance. The Landlord pointed to the occurrence logs as proof that the Tenant has been showing aggressive behaviour towards staff, threatening them and one day she even threw a used needle at the person at the front counter.

The Tenant responded to the allegations and when asked directly about the aforementioned events, she either denied them or stated she did not remember. She attempted to argue that the condition of her rental unit was substandard and then noted that the intercom system was broken so she had no choice but to hold the door open for people to come in; otherwise she would get beaten up. She confirmed that the Landlord expected her to prepare her unit for bed bug treatment and wash her clothes and that she was not prepared for the treatment when they came.

Upon review of the warning letters provided by the Landlord the Tenant denied receiving any of them. The Landlord was confirming that the notices were served either in person by herself or by the security staff; at that point the Tenant interrupted and said security staff taped the letters to her door. I pointed out how she just confirmed that she received the warning letters.

The Landlord requested that an Order of Possession be issued effective two days upon service. The Tenant requested that more time be allowed for her to pack her possessions at which time it was noted that the Landlord has received payment for occupation of the full month of December 2012. The Landlord stated that they cannot allow the Tenant to continue to stay in the building so she requested the Order effective two days on service. She said they could provide storage for the Tenant's possessions if she needed and they would refund the Tenant any balance owed for December 2012.

Analysis

I have carefully considered the aforementioned and the documentary evidence submitted by each party. Based on the aforementioned, I find the Tenant's behaviour to be escalating in a manner that puts the Landlord and other tenant's health and safety at significant risk in addition to causing risk of damage to the Landlord's property. I further find that the Tenant's behaviour is significantly interfering with or unreasonably disturbing other tenants and the landlord.

Upon review of the 1 Month Notice to End Tenancy, I find the Notice to be completed in accordance with the requirements of the Act and I find that it was served upon the Tenant in a manner that complies with the Act. Upon consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the Notice; therefore the Notice is upheld and I dismiss the Tenant's application, without leave to reapply.

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. Accordingly, I award the Landlord an Order of Possession.

Conclusion

I HEREBY DISMISS the Tenant's application, without leave to reapply.

The Landlord has been awarded an Order of Possession effective 2 days upon service to the Tenant. This Order is legally binding and must be served upon the Tenant.

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: December 11, 2012.

Residential Tenancy Branch