



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding V2 Designs Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

The tenant applied under the *Residential Tenancy Act* (the “Act”) to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”).

The tenant, the landlord and a witness for the landlord attended the hearing. At the start of the hearing I introduced myself and the participants. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony evidence and to make submissions to me.

I am satisfied that both parties were served with the other parties’ evidence in accordance with the *Act* prior to the hearing, and that there was sufficient time to review the evidence prior to the hearing.

Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

A month to month tenancy agreement began on June 1, 2012. Monthly rent in the amount of \$860.00 is due on the first day of each month. A security deposit of \$430.00 was paid by the tenant at the start of the tenancy.

The tenant confirmed that she was served on May 6, 2013 with a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) dated April 6, 2013 (which the landlord confirms was a clerical error and should have read May 6, 2013 as the 1 Month Notice was served the same day) alleging two causes. The first cause indicated on the 1 Month Notice is 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. The second cause indicated on the 1 Month Notice is that the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The tenant disputed the notice within 10 days of being served with the 1 Month Notice on May 13, 2013. The effective vacancy date on the 1 Month Notice is listed as June 30, 2013.

The landlord submitted three letters in evidence from other renters in the building in support of the 1 Month Notice. The first letter in part reads:

“...I had also learned that she” [the tenant] “was stealing our internet use, so I change the password so she could no longer access our service. This escalated the harrassment towards my family. These two incidences has made her become extremely aggressive to every member in my family. The harassment includes screaming out her window obscenities each and everytime we leave the premises and everytime we return. The language...is extremely foul and degrading...to the point that my six year old son is terrified to be outside...and has cried on many occasions...and as gone as far to say...‘I wish you’d hurry up and die from your cancer already you stupid Bitch’...”

[reproduced as written]

The tenant disputed the first letter but did confirm that she does use foul language but denies yelling at the person who wrote the first letter.

Letter two reads in part:

“...I asked her” [the tenant] “why she was knocking at my door...Then I asked her if she could please keep it down because my daughter and friend were sleeping. She started yelling at me asking if I knew who she was, then grabbed me by the hair and pulled me down to the floor, knocking out part of my front tooth. My daughter woke and came running out and was crying for (her) to stop kicking me, but then was too scared to try to stop...I lay curled up on my side as (she) kept kicking me...I suffered a long gash to my inner thigh which required me to receive a tetanus shot, multiple bruises to my head, arms, hands and feet, as well as a serious chest injury that kept me immobile for many weeks...”

[reproduced as written]

The tenant disputed the second letter, claiming that the person who wrote it was the aggressor and was “pushing” her. The tenant did confirm that there was a “fist fight” and that the police were called and attended. The tenant also admits to being intoxicated at the time and stated “I’m drunk and I’m not thinking right...” when describing the altercation. The tenant claims she requested a copy of the police report but that the police report was not provided in time to her for the hearing.

The third letter reads in part:

“...We have been in this building for 5 yrs now. My husband and I have noticed that since (the tenant) moved in there has been a group of teenagers hanging around...They said they were waiting for (the tenant)...Also on another time. We had the little women from...come up to our suite one night asking for (the building manager’s) #. The women was a shaken up. She said (the tenant) threatened to kick her ass...”

[reproduced as written]

The tenant disputed the third letter by claiming that she did not threaten the lady who wrote that letter.

The tenant confirmed that she did not submit any letters of support in evidence from other renters in the building and did not call any witnesses during the hearing.

The landlord made a verbal request for an order of possession during the hearing.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

1 Month Notice to End Tenancy for Cause – The landlord provided three letters written from three different renters in the building. The tenant denies what is alleged in the letters but did confirm that she uses foul language, was intoxicated and in a fist fight, although claims the other party was the aggressor.

Based on the supporting evidence submitted in evidence by the landlord, **I find** the landlord has met the burden of proof by providing sufficient evidence that the tenant has both significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

At the very least, the tenant should have called a witness or provided witness statements in her support which she failed to do.

Based on the above, **I find** the landlord's 1 Month Notice is valid. **I dismiss** the tenants' application to cancel the Notice and **uphold** the landlord's 1 Month Notice. The landlord verbally requested on order of possession during the hearing. Section 55 of the *Act* states:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

(a) **the landlord makes an oral request for an order of possession, and**

(b) **the director dismisses the tenant's application or upholds the landlord's notice.**

[emphasis added]

Given the above and taking into account the landlord's oral request for an order of possession during the hearing, **I find** that the landlord is entitled to an order of possession **effective June 30, 2013 at 1:00 p.m.** This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that court.

Conclusion

I dismiss the tenants' application to cancel the 1 Month Notice to End Tenancy for Cause. I uphold the 1 Month Notice issued by the landlord.

I grant the landlord an order of possession **effective June 30, 2013 at 1:00 p.m.** This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 06, 2013

Residential Tenancy Branch

