



# 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 seeking an order to set aside a One Month Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice set aside?

### Background and Evidence

The tenancy began on or about September 1, 2012. Rent in the amount of \$425.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$212.50.

The tenant gave the following testimony:

The tenant stated that the present management is trying to force him out of his unit. The tenant stated that he has complied with all of the requests and terms set out by management. The tenant feels that the management has illegally entered his unit on numerous times and that his unit has ongoing bedbug infestations. The tenant wishes to remain as a tenant.

The landlord gave the following testimony:

The landlord stated that the tenant has changed the locks without the landlords' permission and has not provided the landlord a copy of the keys. The landlord stated that the tenant has an unreasonable amount of visitors attend his unit at all hours of the night and disrupt other tenants in the building. That issue has been ongoing since the tenant moved in. The landlord stated that the tenant has been subject to government orders regarding fire safety infractions. The landlord had two witnesses also give testimony in regards to the tenants' disruptive and ongoing issues in the building. The owner of the restaurant that occupies the main level of this complex gave testimony that the tenant would disrupt and dissuade potential customers from attending the restaurant by telling them the restaurant was infested with bugs.

### Analysis

When a landlord issues a One Month Notice to End Tenancy for Cause the landlord must provide sufficient evidence to support the grounds for issuing that notice. The tenant did not dispute each incident submitted by the landlord, but had a much different version of the incident. The tenant was contradictory and inconsistent at times when giving testimony. The landlord and the witnesses were clear and concise. The landlord issued the notice on the basis; the tenant did not comply with a government order, that he was 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. Based on all the evidence before me I am satisfied that the landlord has proven that they had cause to issue the notice to end tenancy. The landlord requested an order of possession pursuant to Section 55 of the Act. I grant the landlord the order of possession. The order must be served on the tenant and if necessary it can be enforced through the Supreme Court as an order of that Court.

The tenant has paid the rent for the month of June. Under the circumstances before me I find it appropriate to have the order of possession to be effective at 1:00 p.m. on June 30, 2013.

Conclusion

The tenants' application is dismissed in its entirety without leave to reapply. The notice remains in full effect and force.

The landlord is granted an order of possession for 1:00 p.m. on June 30, 2013.

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: June 03, 2013

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Residential Tenancy Branch

