



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GRAPPA INVESTMENT CORP.
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Notice to End Tenancy for Cause dated July 15, 2013.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

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

Background and Evidence

Submitted into evidence was a copy of the One-Month Notice to End Tenancy for Cause dated July 15, 2013 and copies of communications..

The tenancy began approximately 3 years ago and the pad rent is \$404.00. The landlord testified that the tenant had a history of disrupting other residents and had been issued a final warning back in July 2012. A copy of this communication is in evidence.

The landlord testified that there have been further incidents and verbal warnings since that time.

However, according to the landlord, they issued a Notice to end the tenancy following a recent incident involving violence and serious risk to another resident, when the tenant's guest stabbed the resident with a knife. The landlord testified that the person who committed the violent act was permitted into the tenant's home by the tenant, despite

the fact that this individual was legally banned from entering the manufactured home park.

The landlord testified that, after this happened, a One Month Notice to End Tenancy for Cause was issued on the basis that the tenant, or persons permitted on the property by the tenant had:

- significantly interfered with and or unreasonably disturbed other occupants or the landlord or;
- Seriously jeopardized the health, safety or lawful right of another occupant or the landlord.

The landlord stated that they are seeking an Order of Possession.

The tenant acknowledged that the violent incident did occur, but stated that he was not aware that the individual in question was legally banned from being in the proximity. The tenant testified that he took this person at their word when given assurances that they were allowed on the property and the tenant did not realize that there was any risk. The tenant testified that the attack occurred suddenly without any warning and he took immediate action to protect the victim, even risking his own safety to do so. The tenant testified that he would never have been willing to allow the banned individual to visit, if he was made aware of the circumstances.

The tenant's witness appeared and testified that he was the victim of the stabbing incident. The witness supported the tenant's testimony and pointed out that the tenant had saved his life. The witness urged the landlord to reconsider the eviction process.

Analysis – Notice to End Tenancy

It is necessary to establish whether or not the Tenant violated the Act by engaging in conduct that significantly interfered with or unreasonably disturbed others. This conduct must be of a magnitude sufficient to warrant ending the tenancy under section 40 of the Manufactured Home Park Tenancy Act.

The Guideline gives examples of what may constitute "significant Interference" including serious examples of:

- unreasonable and ongoing noise;
- persecution and intimidation;
- engaging in destructive or **violent behaviour** (my emphasis)

In regard to the term, “unreasonably disturbed”, Black’s Law Dictionary defines “unreasonable” as:

“Irrational; foolish; unwise; absurd; preposterous; senseless;...
immoderate; exorbitant; ...capricious; arbitrary; confiscatory.”

In this instance I find that although the tenant was not directly involved, a person permitted on the property by the tenant committed an egregious act that resulted in injuries and police involvement and placed others in the park at risk of serious physical harm.

I find that this recent incident occurred after the tenant had already been given repeated cautions, including a final written warning with respect to lesser offences that transpired in the past.

Given the above, I find that the Tenant’s Application requesting that the Notice be cancelled is not supported under the Act by the facts and must therefore be dismissed.

During the hearing the Landlord made a request for an order of possession. Under the provisions of section 55(1)(a), upon the request of a Landlord, I must issue an order of possession when I have upheld a Notice to End Tenancy.

Accordingly, on the landlord’s request, I grant an order of possession effective September 30, 2013. 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.

Based on the evidence and the testimony discussed above, I hereby dismiss the tenant’s application without leave and grant the landlord an Order of Possession.

Conclusion

The tenant is not successful in the application and the request to cancel the One-Month Notice to End Tenancy for Cause is dismissed. The landlord is granted an Order of Possession.

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: August 28, 2013

Residential Tenancy Branch