



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This Hearing was scheduled to hear the Tenant's application to cancel a *One Month Notice to End Tenancy for Cause* (the "Notice") issued July 16, 2013.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenant's advocate served the Landlord with the Notice of Hearing documents, by registered mail sent July 29, 2013.

I accept the Landlord's agent EO's undisputed testimony that he served the Tenant with the Landlord's documentary evidence by posting it to the Tenant's door on August 24, 2013.

Background and Evidence

The Tenant was successful in cancelling a previous notice to end tenancy in January, 2011. The Landlord provided the file number for the previous Dispute Resolution Hearing. The parties agreed that the Background and Evidence section of the previous Decision, which I read aloud at the Hearing, was accurate.

This tenancy began on November 1, 2009. Current monthly rent is \$608.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$300.00 on November 1, 2009.

The Landlord's agent EO gave the following affirmed testimony:

EO testified that the Tenant continues to disturb other occupants in the rental property. He stated that the Tenant allows friends to visit him in the rental unit and that these friends are disrespectful and very noisy, yelling and screaming profanities. EO stated that he had complaints from other occupants on July 7 and 9, 2013 about loud disturbances.

EO set up a meeting with the Tenant for 2:00 p.m., July 10, 2013, however the Tenant did not show up, so another meeting was scheduled for 1:00 p.m., July 11, 2013. EO waited 30 minutes, but the Tenant did not show up.

EO took two warning notices to the Tenant. As he approached the rental unit, he could hear the Tenant's TV blaring. He knocked loudly, but the Tenant did not answer the door, so he posted the two warning letters to his door.

On July 16, 2013, EO and the Tenant met and the Tenant was reminded not to harass or intimidate other occupants, and to remind him that he is responsible for the actions of his guests while they are on the rental property. The Tenant reacted inappropriately by yelling and swearing at EO. EO served him with the Notice to End Tenancy.

EO is concerned because of another incident that happened on August 14, 2013. Someone used bear spray in the rental unit and on common areas of the rental property. The bear spray seeped into other occupants' homes and caused significant choking and nausea to other occupants and their children.

The Landlord provided copies of written statements of complaint from another occupant in evidence.

EO asked for an Order of Possession effective September 30, 2013.

The Tenant DJ gave the following affirmed testimony:

DJ acknowledged receiving the warning letters and copies of the Landlord's caution notices.

DJ stated that he has a disability and is on strong pain medication. He stated that one of his friends came to the rental unit and used the bear spray while trying to steal his prescription.

Analysis

The Tenant submitted that it was his friends who cause disturbances. He did not deny that one of his friends used bear spray on August 14, 2013. He stated that his friend does not have a license to possess bear spray.

In the Decision of January 4, 2011, the arbitrator cancelled the Notice to End Tenancy for Cause because the Landlord did not provide sufficient evidence that other occupants were disturbed by the Tenant or his guests.

The arbitrator also cautioned the Tenant that "any further disturbances can be dealt with by the landlord by serving the tenancy with warning letters or breach of the tenancy agreement letters resulting in a further One Month Notice to End Tenancy."

In this case, I find that the Tenant has been sufficiently warned, that the Landlord has provided sufficient documentary evidence to end the tenancy, and that the Tenant has demonstrated that his or his friends' disturbing conduct has escalated since being served with the Notice. A tenant is responsible for the actions of his guests.

I find that the Landlord has cause to end the tenancy and therefore, the Tenant's application to cancel the Notice is dismissed.

Further to the provisions of Section 55(1) of the Act, I hereby provide the Landlord with an Order of Possession **effective 1:00 p.m., September 30, 2013.**

Conclusion

The Tenant's application is dismissed without leave to re-apply.

I hereby provide the Landlord an Order of Possession **effective 1:00 p.m., September 30, 2013.** This Order must be served on the Tenant and 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: September 04, 2013

Residential Tenancy Branch

