



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. The Landlord states that he has only received a copy of the notice of hearing letter from the Tenant. The Tenant states that the notice of hearing package which includes the letter and a copy of the Tenant's Application for dispute resolution was served upon the Tenant, but does not have any proof of service. The contents of the Tenant's Application for dispute resolution was read to both parties. The Landlord had no objections to proceeding in absence of a copy of the application. The hearing shall proceed.

The Landlord stated at the beginning of the hearing that he wished to end the tenancy and to obtain an order of possession?

### Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy?  
Is the Landlord entitled to an order of possession?

### Background and Evidence

This Tenancy began on May 1, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$525.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$375.00 was paid on May 1, 2012.

Both parties confirmed that the Landlord served the Tenant with a 1 month notice to end tenancy issued for cause dated August 27, 2013. The notice displays an effective vacancy date of September 30, 2013 and 8 reasons for cause.

-Tenant or a person permitted on the property by the Tenant has:

Significantly interfered with or unreasonably disturbed another occupant or the landlord. Seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

Put the landlord's property at significant risk.

-Tenant has engaged in illegal activity that has, or is likely to:

Damage the landlord's property.

Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

Jeopardize a lawful right or interest of another occupant or the landlord.

-Tenant has caused extraordinary damage to the unit/site or property/park.

-Tenant has not done required repairs of damage to the unit/site.

The Landlord states that he has received numerous noise complaints in the past ending in letters from the Surrey City By-Law Office of excessive noise. The Landlord states that the Tenant caused 8 noise complaints to be registered with the By-Law Office. The Tenant disputes this stating that he is only aware of 2 complaints where he received and signed a letter acknowledging the noise complaints on March 13, 2013 and July 5, 2013. The Landlord clarified that these were not reasons for issuing the notice to end tenancy, but were part of seeking the Tenant's eviction.

The Landlord states that he received a complaint from a Tenant in unit#2, who refused to sign her name to the letter dated September 17, 2013. It states that the Tenant has "entered my unit without my permission on numerous times." The Tenant disputes this claim. The complainant also states, "He has gotten into altercations with me and I have not called the police." "He has physically harmed me by throwing a rock/rocks onto my food. I did go to Emergency at Surrey Memorial. But unfortunately they said it was only deep bruising. And again I did not charge him."

The Landlord has also submitted two letters from a couple in unit #6 who state that the Tenant "has demonstrated on a continual basis how to be a bad, mean, troublemaking, dangerous neighbor. Always shoving garbage/stuff everywhere and always walking about with lighted drugs and alcohol in hand. He started a fire in a an open 50 gallon drum and left it unattend. The flames crackled an dskyrocketed in his absence. Police/Fire departments called on holiday. Fire Department put out fire and spoke to" Tenant.

### Analysis

I find that the Tenant has failed to establish a claim for an order to cancel the notice to end tenancy issued for cause. On a balance of probabilities, I prefer the evidence of the Landlord over that of the Tenant. The Landlord has provided evidence that that the Tenant has significantly interfered with or unreasonably disturbed another occupant, jeopardized the health or safety of another occupant and has put the Landlord's property at significant risk. This is supported by the letters submitted by the Landlord. The Tenant's Application is dismissed. The Landlord is granted an order of possession. The order must be served upon the Tenant. 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.

### Conclusion

The Tenant's Application 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: October 09, 2013

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Residential Tenancy Branch

