



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City of Vancouver - Alexander Residence
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OP, FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy.

Both the landlord and tenant attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

Background and Evidence

The parties agree the tenancy started on November 1, 2013 and the tenant is obligated to pay rent of \$375.00 monthly in advance on the first day of the month. The tenant also paid a security deposit of \$187.50.

The landlord gave evidence that the tenant was personally served with a Notice to End Tenancy for Cause (the "Notice") on April 30, 2014. The Notice specifies a move-out date, or effective date, of May 31, 2014 and provides the following reasons:

- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord
- Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord

The landlord gave the following evidence in support of the Notice. The landlord is a public housing corporation and the building is designated for only male tenants including high risk offenders. The landlord says the tenant has allowed visitors into the building who have been found wandering the halls. The tenant's female visitors have occupied one of the shared washrooms for long periods of time and left the washroom untidy. Also, the tenant's visitors are noisy in the hallways and sometimes drag suitcases up and down the marble stairs of the building from the ground level to the tenant's floor (and this makes echoing sounds). The landlord also says the tenant has made excessive amounts of noise in his room.

The landlord provided a copy of a reminder letter to the tenant regarding tenant obligations dated November 21, 2013. The letter notes that the tenant is responsible for any noise from his guests, that staff must be advised of any overnight guests, and that guests are to be in the tenant's unit not the common areas of the building.

The landlord provided a copy of a warning letter to the tenant dated February 21, 2014 which states:

"You are receiving this letter due to unacceptable behaviour relating to your frequent guest and on-going noise coming and going to your room at all hours of day and night.

Despite the verbal warnings from staff you continue to disrupt the peace and quiet of others. Tenants have complained that your female guest are showering and leave the common bathrooms a mess.

As per your tenancy agreement you were that the common washrooms and bathing facilities along with the laundry facilities are for tenant use only.

Should any further complaints from other tenants or staff be received I will have no alternative but to ask you to leave."

The landlord also provided copies of staff logbook entries for the month of April 2014, which indicate the tenant on several occasions let female and child guests into the building who were found in common areas. The landlord gave evidence that building security cameras show the tenant letting the visitors into the building. The staff logbook entries also indicate the tenant was advised that he was making too much noise on several occasions.

The landlord's evidence is that the tenant has frequent visitors, especially between midnight and four or five in the morning.

The tenant says that he does not have very many visitors and that he is a quiet person. He states that his female visitor only took a shower in the common washroom on one occasion. The tenant agrees he received the February 21, 2014 warning letter. The tenant states he only received one warning about noise in the month of April.

The tenant's neighbour gave evidence in support of the tenant. The tenant's neighbour says he has shared a wall with the tenant since October 2013 and the only noise he is aware of comes from the club downstairs.

Analysis

When a landlord issues a notice to end tenancy for cause and the notice is disputed by the tenant, the onus is on the landlord to prove one or more of the specified causes on a

balance of probabilities. Here, the landlord has specified two causes for ending the tenancy. If the landlord proves at least one of those causes, the Notice will not be cancelled. However, if the landlord does not prove any of the specified causes, then I must cancel the Notice.

In this case, I accept the landlord's evidence that the tenant has permitted guests to use the common areas of the building and he and his guests have made excessive amounts of noise. This behaviour has persisted after warnings from the landlord. I prefer the evidence of the landlord since the landlord has provided documentary evidence that indicates these problems have occurred over a period of time.

I find that the landlord has proven, on balance, that the tenant unreasonably disturbed other occupants of the building. For that reason, I do not cancel the Notice and the tenancy is at an end. The landlord requested an order of possession and is entitled to one. I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

Conclusion

The tenant's application is dismissed. I grant the landlord 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: July 02, 2014

Residential Tenancy Branch

