



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sanford Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, PSF

Introduction

This is an application filed by the tenant for an order to cancel the notice to end tenancy issued for cause, a request for an order for the landlord to comply with the Act, Regulations or Tenancy Agreement, an order for the landlord to provide services or facilities required by law.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

At the outset the tenant with the assistance of his advocate requested an adjournment to have the hearing conducted in person due to medical reasons regarding his speech. In exploring the issue with the tenant and his advocate, I have determined that no such adjournment is required as the advocate is able to assist the tenant in putting forth the details of his application. No other issues were brought forward. As such, the tenant's request for an adjournment is denied.

The tenant's advocate also requested an adjournment due to a lack of documents which were requested that the landlord provide to the tenant. I find that the production of evidence for the tenant lies solely with the tenant and an adjournment for this reason is not warranted. The responsibility of providing evidence to support their position lies strictly with the applicant/tenant in this case. The tenant's request for an adjournment is denied. The hearing shall proceed.

It was also clarified with both parties that the tenant has failed to provide sufficient details concerning his request for an order for the landlord to comply, to provide services or facilities required by law and other. As such, this portion of the tenant's

claim is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable time period.

The landlord's agent stated that he wished to end the tenancy. As such, I find that this satisfies the Act, by the landlord making an oral request for an order of possession.

Issue(s) to be Decided

Is the tenant entitled to an order to cancel the notice to end tenancy?

Is the landlord entitled to an order of possession?

Background and Evidence

This tenancy began on September 6, 2012 on a fixed term tenancy ending on February 28, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,212.00 payable on the 1st of each month and a security deposit of \$300.00 was paid.

Both parties agreed that the landlord served the tenant with a 1 month notice to end tenancy issued for cause dated July 28, 2014 on the same date by personally handing it to the tenant. The notice displays an effective end of tenancy date of August 31, 2014. The notice also displays 3 reasons for cause selected by the landlord. The landlord clarified that the 3 reasons for cause were related to one incident on July 11, 2014, but has also provided evidence of an occurrence that took place on June 11, 2014 based upon a letter dated June 24, 2014.

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.

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord states that on July 11, 2014 the landlord's agents attended the rental unit with an SPCA, Animal Protection Officer, responding to a complaint. The landlord states that the tenant was listening loud music and told the SPCA officer to come in, but that the landlord's agents were not welcome. The landlord states that the officer, L.L. witnessed, "Ingall threw a plate which smashed on the ground and spilled water all over

the floor.” The landlord has submitted copies of two letters from the landlord’s witnesses, a report filed by the landlord over the incident and a copy of the SPCA officers statement.

The tenant disputes these claims stating that he dropped a plate on the floor spilling water and that he did yell bad language at the landlord’s agents, but at no time physically acted out against them.

Analysis

I find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. The landlord has provided written statements from 3 witnesses and 1 independent witness. The tenant relies solely on his direct testimony. I find that the landlord has provided sufficient evidence to satisfy me the tenant has significantly interfered with or unreasonably disturbed the landlord and has seriously jeopardized the health or safety of the landlord. The landlord’s agents state that they felt physically threatened by the tenant’s physical outbursts of throwing things and yelling. The tenant’s application to cancel the notice to end tenancy is dismissed. The notice dated July 28, 2014 is upheld. The landlord is granted an order of possession. This 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 for enforcement.

Conclusion

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: September 30, 2014

Residential Tenancy Branch

