



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mount Hope Motel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing. The tenant did not call in until 10 minutes after the scheduled start of the hearing, but she was given the opportunity to hear the landlord's evidence about the grounds for the Notice to End Tenancy given by the landlord and to provide her testimony in reply.

Issue(s) to be Decided

Should the one month Notice to End Tenancy dated June 12, 2014 be cancelled?

Background and Evidence

The rental unit is a motel unit in Hope rented to the tenant on a month to month basis as her permanent residence. The tenancy began in April, 2014. The rent was initially \$600.00 per month, payable on the first of each month. The rent was reduced to \$570.00 when the tenant's boy friend or husband moved out of the rental unit.

The landlord's representative testified that she personally served the tenant with a one month Notice to End Tenancy for cause on June 12, 2014. The grounds for the Notice to End Tenancy included the ground that the tenant or persons permitted on the property by the tenant has significantly interfered with or unreasonably disturbed other occupants or the landlord. The landlord's representative testified that the police have been called to the rental unit on a regular basis to deal with loud parties, drinking and arguments at the rental unit. The tenant's boyfriend was arrested after he threatened the RCMP with a gun. The landlord's representative said that since this incident occurred on June 12th, there have been many more disturbances and the police have had to attend to deal with loud parties in the rental unit. The last took place a few nights

before the hearing when the police attended at the rental unit to deal with a loud disturbance. The landlord's representative said that there are elderly and disabled tenants who are disturbed and frightened by the conduct of the tenant and her guests.

The tenant acknowledged that there was a disturbance and the police attended recently, but she said it was simply an argument. The tenant blamed the noise and loud music on "B", occupant of the rental unit who plays loud music and disturbs other residents; she said that she has been blamed for disturbances caused by "B". The tenant said that she does drink, but she is quiet, keeps to herself and is seldom at the rental unit.

The landlord's representative disputed the tenant's evidence. She said that the occupant "B" was evicted and left the rental property over a month ago, but since then there have been more disturbances and police attendances at the rental unit in order to "quiet down" the tenant late at night after she has been drinking and partying. The landlord's representative submitted documents showing that she was called as a witness to give evidence on July 29th at a criminal prosecution of the tenant's boyfriend, related to charges of assault, possession of a weapon and uttering threats stemming from a police incident at the rental unit. The landlord's representative said there are continuing disturbances and other occupants have already moved out of the rental property due to the tenant's conduct.

Analysis

The tenant's testimony that she is not the cause of the continuing disturbances at the rental property was not convincing, particularly when the tenant herself acknowledged that she is a regular drinker. The tenant acknowledged at the hearing that the police have attended at the rental property to deal with disturbances caused by her and her guests. The landlord's representative is the resident manager and lives at the rental property so she has personal knowledge of the grounds for the Notice to End Tenancy. The landlord's representative testified that she has tried to give the tenant an opportunity to demonstrate that she can be a good tenant, but she has ignored all the landlord's warnings. I find that the landlord has shown that there are ample grounds to uphold the Notice to End Tenancy and the tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply. The effective date of the Notice to End Tenancy was July 31, 2014; that date has passed and I find that the tenancy has ended pursuant to the Notice to End Tenancy dated June 12, 2014.

Conclusion

Section 55 of the *Residential Tenancy Act* provides as follows:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,
- (a) the landlord makes an oral request for an order of possession, and
 - (b) the director dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's application to dispute the landlord's Notice to End Tenancy. The landlord made an oral request for an order of possession at the hearing. Pursuant to section 55 I grant the landlord an order for possession effective two days after service upon the tenant. This order may be registered in the Supreme Court 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 05, 2014

Residential Tenancy Branch

