



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated September 5, 2014. The Notice alleges that she or a person permitted on the property by her has either a) significantly interfered with or unreasonably disturbed another occupant or the landlord, or b) seriously jeopardized the health or safety or lawful right to interest of another occupant or the landlord. A third ground in the Notice was withdrawn at hearing.

Issue(s) to be Decided

Does the relevant evidence show on a balance of probabilities that the landlord is entitled to end the tenancy on either ground given in the Notice?

Background and Evidence

The rental unit is a one bedroom apartment in a 45 unit apartment dedicated to providing a home for low income people. The tenancy in this unit started in December 2013. The tenant's portion of rent is \$375.00 per month. The landlord holds a \$350.00 security deposit.

The tenant had previously been evicted for conduct but regained her tenancy July 1, 2014 on a two month probation period.

The landlord's representative Mr. O'B. related two particular incidents to support eviction. In May 2014 it appears that one of the tenant's guests stabbed another of her guests. This was the second stabbing incident related to this rental unit since December 2013.

The tenant was given a written warning.

In September 2014 it appears that one of the tenant's guests robbed another of her guests.

The tenant responds saying she did not let the robber in the building; someone else did. The robber only stopped by her apartment to visit.

Analysis

The two particular incidents related by the landlord have not been adequately described in the landlord's material so as to indicate they are the grounds for eviction and for that reason I would set aside the Notice. Secondly, the incidents have been between visitors, not involving other occupants or the landlord. The landlord has not shown that other occupants or the landlord were significantly interfered with or unreasonably disturbed by either incident.

While I grant the tenant's application and cancel the Notice in question, it was agreed at hearing that the tenant must not permit certain persons known for a propensity for violence or criminality into the building or into her suite.

By agreement and pursuant to s. 62(3) of the *Residential Tenancy Act*, I order and direct that the tenant shall neither allow into the building or permit to be in her rental unit the following people, all men, whose names are abbreviated for privacy purposes but whose identities were made very clear and agreed to during the hearing and whose names are printed on the file kept at the Residential Tenancy Branch under file #254582, should any future reference be necessary:

- Cousin J.
- T. J.
- either brother C.H. or D. H.
- W. N.

Should the landlord determine that any of these men have been in the tenant's rental unit after the date of this decision or that the tenant has participated in any of them gaining entry to the apartment building, the landlord may, in addition to any other remedy it might have, issue a one month Notice to End Tenancy pursuant to s. 47(1)(l) of the *Residential Tenancy Act*.

Conclusion

Subject to this order, the tenant's application is allowed and the Notice is set aside and cancelled.

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 27, 2014

Residential Tenancy Branch

