



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOOKOUT EMERGENCY AID SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNC OPC FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47.

Service:

The Notice to End Tenancy is dated January 30, 2015 to be effective February 28, 2015. The tenant /applicant gave evidence that they personally received the Notice to End Tenancy and personally served the Application for Dispute Resolution and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in May 2012, rent is \$375 a month and a security deposit of \$250 was paid in May 2012. The landlord served a Notice to End Tenancy for the following reasons:

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

- c) The tenant has engaged in illegal activity that adversely affects the quiet enjoyment, security, safety or physical wellbeing of another occupant or the landlord; and
- d) The tenant has breached a material term of the tenancy agreement and has not corrected it within a reasonable time after written notice to do so.

The landlord provided in evidence many reports from staff regarding incidents involving the tenant and also four letters from other tenants recounting incidents. The advocate for the tenant submitted that the letters should be given little or no weight as they are written on paper with the letterhead of the landlord and seem to be created by the landlord. One is on plain paper and written by a tenant. Incidents are noted for December 10, 2014 (money demanded/coffee cup incident/knee to the groin), January 26 (physical altercation in amenity room between another individual and the tenant), January 31, 2015 (complaint about the tenant's attitude and very foul language to female tenants and staff and also noting he told her he was cooking treacs (a component of crystal meth in his unit to make money in order to live). A building attendant notes his actions cause him to fight with other tenants because they owe him money for drugs. Another tenant states he punched her arm and her new tattoo was bleeding for 3 hours afterwards; this was a confrontation over loaned money also. A warning notice of possible ending of the tenancy due to physical violence was sent to the tenant after the December 10, 2014 altercation noting he was verbally aggressive towards an elderly woman and threw cigarettes in her face and he punched a female tenant in the face. Other complaints are reported by staff concerning the tenant pulling the pants off another male and apologizing and saying he was 'joking' (November 1, 2014), an HFIS report states the tenant comes to the kitchen late, curses and complains, is very aggressive to everyone including volunteers when accessing services.

The tenant provided reasons for some of the incidents such as the punch on a woman's arm just being an agreement that she was going to repay him what she owed. On December 10, 2014, he said he was just trying to get the money another woman borrowed to buy some drugs. In the handwritten letter, the woman said she was buying "a rock" (apparently crystal meth) off this tenant but the tenant denies this and said she was buying it from another tenant who was visiting him and he sent the other tenant back to her own unit to conduct the business. He said he agrees that he threw some cigarettes at a woman but they just hit her blouse and their friendship has been restored.

The tenant's advocate pointed out that in one of the alleged incidents, the woman had thrown a coffee cup at him and physically attacked him. The tenant said he had stuck

out his foot to defend himself and the woman ran into it and that was the knee to the groin incident she reported. His witness said she had never witnessed the tenant doing or selling drugs but she sells them herself from her personal stock and the tenant loaned another tenant money three times to buy from her. She said he is kind and helps her and she saw no verbal or physical aggression from him. The landlord pointed out that this witness is his friend and has many issues, including being charged with theft twice. The tenant also provided a letter from his doctor stating he is on methadone treatment and has had three clear urine drug screens. The doctor said he has known the tenant since 2010 and never has come across as an instigator of violence and currently suffers from shoulder and back problems.

The landlord said they house persons who have difficulty in finding housing. Many have issues and they try to help them in every way they can through programs and intercession. However, they cannot tolerate violence among the residents and this tenant either through drug dealing or loaning money is provoking and engaging in a lot of violent behaviour. He openly admits he is lending money for drug purchases and he mentioned in the hearing that he was loaning money to one woman to buy drugs off another woman visiting in his unit. The landlord pointed to Schedule B of the tenancy agreement signed by the tenant which states neither the tenant, affiliates or guests shall engage in any criminal activity and he states that the tenant is in violation of this agreement by either dealing drugs, loaning money to one of his guests for purchase of them from another guest and also in assaulting or threatening assault to various residents.

Some of the evidence includes many incident reports, the tenancy agreement, letters from tenants, a doctor's letter and the Notice to End Tenancy.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

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**Analysis:**

As discussed with the parties in the hearing, the onus is on the landlord to prove on a balance of probabilities that they have good cause to evict the tenant.

I find the evidence of the landlord credible and I prefer it to the evidence of the tenant in respect to the causes cited, namely, that he or a person permitted on the property by him has significantly interfered with or unreasonably disturbed another occupant or the landlord and he or a person permitted on the property by him has seriously jeopardized the health or safety or lawful right of another occupant or the landlord. Although the tenant provided explanations for some of the incidents, I find his admitted habit of

loaning money to other tenants so they can buy drugs is causing violent interaction between him and other tenants.

While it might be true that some incidents were accidents, I find the weight of the evidence is that the tenant is aggressive in behaviour to other tenants and verbally abusive to other female tenants and staff; this finding is well supported by third party reports, staff and volunteer complaints and letters from various tenants. The advocate strongly contended letters written on the landlord's letterhead and argued they should be given little weight. However, I note that these are vulnerable people who have some difficulty in writing as illustrated in the one hand written note and I find it reasonable that staff would assist them by typing out their complaints.

Although the doctor noted the tenant is on treatment and is doing well and has never come across as being violent, I note with respect that the doctor is not observing the tenant's behaviour in his home. The landlord said that they did not accuse the tenant of using drugs but of selling them or promoting the sale of them. The tenant's witness supports the tenant but I note she is the tenant's friend and appears to be part of some of the controversies as she was selling crack to a person to whom the tenant loaned money; therefore I give her evidence little weight.

I find based on the above reasons that the landlord has satisfied the onus of proving they have good cause to end this tenancy. After discussion, the parties agreed that an Order of Possession should be effective March 12, 2015. For all of the above reasons, I dismiss the application of the tenant to cancel the Notice to End Tenancy. I find the tenancy is terminated on February 28, 2015.

**Conclusion:**

The Application of the Tenant to set aside the Notice to End Tenancy is dismissed. The tenancy is at an end on February 28, 2015. An Order of Possession is issued to the landlord effective March 12, 2015.

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: February 19, 2015

