



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for cause dated February 1, 2015 to be effective February 11, 2015 and the landlord confirmed it was served personally on February 1, 2015. The effective date on the Notice is automatically corrected to March 31, 2015 pursuant to section 53 of the Residential Tenancy Act as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. Although the landlord said rent was payable on two separate dates in the month, once on the 1st and the 2nd payment near the end of the month, I find the earliest effective date for the Notice would still be March 31, 2015.

SERVICE:

The landlord admitted service of the application for dispute resolution. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Only the landlord attended; the tenant who was the applicant did not attend. The landlord was given opportunity to be heard, to provide evidence and to make submissions. The original tenancy began on January 1, 2009 with one tenant and a \$390 security deposit was paid. The current tenancy agreement is with 3 tenants, the original one and two others. Rent is \$870 per month. The landlord gave sworn evidence that the tenants and/or their guests are significantly interfering with or unreasonably disturbing other tenants and the landlord, that they have damaged the landlord's property and adversely affecting the quiet enjoyment of other tenants.

He provided evidence of two police incidents when fighting or arguing escalated among the tenants which significantly disturbed the tenants upstairs. The upstairs tenants provided a letter detailing their problems. They described yelling, screaming, violence and theft of possessions causing loud arguments among the downstairs tenants; they described property damage of a hole punched in a bedroom door, a window smashed, and an entrance door kicked in. They state the police have been there over 20 times in

the past year and a half dealing with issues such as theft, assault and other things and lately one tenant hit another with a stick and a bat so the female living upstairs is very frightened.

Only one of the tenants filed the dispute and he states that they had an addict move in on December 3, 2014, he tried to kill him and is now dealing drugs from the premises; he said the police won't act on it.

Analysis:

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The landlord based his Notice on Section 47 as follows:

A landlord may end the tenancy if the tenant or a person permitted on the property by them has:

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i) has caused or is likely to cause damage to the landlord's property,

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

I find the landlord's evidence credible that the behaviour of the tenants and/or their guests have significantly interfered with and unreasonably disturbed the tenants upstairs and the landlord. The landlord's evidence is supported by the letter from the upstairs tenants describing behaviour that is loud, aggressive, violent and has had numerous interventions by the police. I find there has also been illegal activity by the tenants or guests as this one tenant's Application states there was an addict moved in in December 2014 and he/she is now dealing drugs from the premises. I find the tenant has caused harm to the landlord's property in broken doors and windows as stated in evidence by the landlord and the upstairs tenant.

I therefore dismiss this application to cancel the Notice to End the Tenancy. Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 47 and has upheld the Notice. The landlord has made this request at the hearing. As a result I grant the landlord an Order for Possession. As there are three joint tenants on the tenancy

agreement and two of them on the Notice to End Tenancy, the Order is issued to all three tenants named on the tenancy agreement.

Conclusion:

I grant the landlord an Order for Possession effective March 31, 2015. The tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement. I dismiss the tenant's application without recovery of the filing fee.

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: March 03, 2015

Residential Tenancy Branch

