



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ALMA STREET DEVELOPMENTS
and [tenant name suppressed to protect privacy]

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 25, 2015 to be effective March 30, 2015. The effective date on the Notice is automatically corrected to March 31, 2015 pursuant to section 53 of the *Residential Tenancy Act (the 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. Both parties were present at the hearing.

SERVICE:

I find that the Notice to End a Residential Tenancy was served by posting it on the door and the landlord admitted service of the tenant's Application by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenancy began on June 1, 2013. The current rent is \$550 for the room and a security deposit of \$225 was paid.

The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

a) The tenant or a person permitted on the property by them has significantly interfered with or unreasonably disturbed another occupant or the landlord; and/or breached a material term of the lease.

The landlord gave evidence of loud and aggressive fights and arguments between the tenant and her boyfriend which were significantly disturbing other residents and the landlord. The building manager said the other tenants were complaining to her about the continuing disturbance. In August 2014, a Notice to End Tenancy for cause was served and the tenant signed an agreement to say (among other things) that this boyfriend (M.J.) was not welcome in this house and the tenant was to contact the

building manager immediately if he comes to the house. However, the landlord said that in November 2014 there was a physical fight between the tenant and this man and other tenants called with complaints. The tenant said she did not remember that.

The landlord also said that in February the tenant caused serious disruption to others when she and this man were fighting in the backyard and the Police had to be called. The tenant agreed the Police were involved as the argument got physical but said she had not invited this man. She contended that this man, M.J., is a friend or relative of the President; the President said that he is known to them but he was evicted for non-payment of rent.

The landlord also provided evidence of bed bug treatment of the whole home which originated from the tenant having a bed bug; no other rooms had one. The landlord pointed to the serious disruption caused to other residents by having to bag everything, launder their clothes etc. for the treatments. Apparently the man, M.J., who visits the tenant, lives in a building that has bed bug issues.

In evidence are statements from the landlord, two Notices to End Tenancy, one dated August 8, 2014 and the second dated February 25, 2015, an amendment/agreement signed on August 18, 2014, copies of invoices for bed bug treatment and several text messages between the landlord and tenant. The tenant acknowledged receipt of this evidence.

Analysis:

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The Act permits a tenant to apply to have the Notice set aside where the tenant disputes it. Although the tenant disputed the Notice in time, I find the landlord has satisfied the onus of proving on a balance of probabilities that they have good cause to end the tenancy.

I find the landlord's evidence credible that the tenant and/or a person permitted on the property by her has significantly has significantly interfered with or unreasonably disturbed another occupant or the landlord by her continuing loud arguments with her friend, M.J. Although the tenant said she did not invite M.J. on to the property, I find the weight of the evidence is that he comes to the property to see her. I prefer the evidence of the landlord as it is well supported by the agreement signed on August 18, 2014 where the tenant agreed to contact the landlord immediately if M.J. came on the property or it would be considered that she had invited him. There is no evidence that she ever contacted the landlord when M.J. attended after that. The landlord's evidence is also well supported by an email dated March 4, 2015 to say she knows she has let M.J. mess things up for [her] in her life. I find also the tenant breached a material term

of the lease amendment signed on August 18, 2014 by continuing to have M.J. on the premises and causing significant interference and disturbance to other tenants.

I therefore dismiss her 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 46 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.

The parties agreed to the following terms regarding possession:

1. The tenant agrees she will not cause any disruptions or property damage before April 30, 2015.
2. The tenant agrees she will peaceably vacate on April 30, 2015.
3. The landlord will receive an Order of Possession effective two days from service which they agree not to enforce before April 30, 2015 provided the tenant adheres to the above two terms of this agreement.

Conclusion:

I grant the landlord an Order for Possession effective two days from service which the landlord agrees not to enforce before April 30, 2015 provided the tenant adheres to her agreement. 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: April 09, 2015

Residential Tenancy Branch

