



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS SENIOR CITIZEN HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on July 01, 2014. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$320.00. The building houses seniors and persons with disabilities.

The tenancy agreement contains an addendum which states that the building complex provides drug free housing.

The landlord received several complaints of drug activity and noise disturbances by the tenant and his visitors. One of the tenant's visitors is a female who visits on a regular basis and utters obscenities at the other residents. She has also egged doors of the tenant and other residents. Another friend of the tenant causes noise disturbances and is described by the tenant as a "hot head".

Drug purchases by the tenant and his visitors were observed by the caretaker and recorded in the log book. The landlord provided copies of the log entries.

The other residents of the building wrote complaints and also informed the landlord that they were afraid of the tenant and his visitors and that they did not feel safe in their own homes.

The tenant admitted that he smoked Marijuana with his friends but denied the use or purchase of other types of harsher substances. The tenant provided hand written notes that were sent to him by his neighbor. The notes indicate that the tenant and his neighbor had had a falling out and the accusations against each other implied the use of banned substances other than Marijuana.

On February 12, 2015, the landlord served the tenant with a one month notice to end tenancy for cause. On February 16, 2015, the tenant and his mother met with the landlord to discuss the issues at hand. The landlord agreed to cancel the notice to end tenancy and to give the tenant a chance to improve the situation. The changes that the landlord was expecting were discussed and agreed to by the tenant. The tenant agreed to stop his visitors from creating noise disturbances and also agreed to deny access to his female friend, to enter the building.

The landlord stated that the problem activities of the tenant and his visitors did slow down but they started again as they usually do when the tenant receives his income payments.

On March 05, 2015, the landlord served the tenant with a warning letter. The letter reminded the tenant that the notice to end tenancy dated February 12, 2015 was set aside by the landlord with the expectation that the problem activity out of the tenant's unit would stop.

The letter also informed the tenant that the complaints from the other residents regarding the behavior and actions of the tenant and his visitors continued to come in. The complaints made were regarding late night noise disturbances and numerous visitors some of whom were known to be connected to illegal substance abuse.

Despite the warning letter, the disruptive activity continued. The landlord testified that she visited the tenant on three separate occasions to discuss the problems that were reported to her by the other residents. The police continued to respond to calls regarding the disturbances and disruptive activity of the tenant.

The landlord testified that she gave the tenant three additional verbal warnings in person and but the tenant made no attempt to rectify the situation and his visitors continued to create disturbances. The tenant's visitors entered the building by jumping over the fence or by being buzzed in by the tenant. When the disruptive activity did not stop, the landlord served the tenant with a notice to end tenancy dated March 16, 2015 which is the subject of this hearing.

The notice was served for the following reasons

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord's property at significant risk

Tenant has engaged in illegal activity that has, or is likely to:

- damage the landlord's property
- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
- jeopardize a lawful right or interest of another occupant or the landlord

The landlord testified that the drug related and disruptive activities of the tenant and his visitors have not stopped but have intensified over the past three weeks prior to this hearing.

Analysis:

In order to support the notice to end tenancy, the landlord must prove at least one of the reasons for which the notice was served on the tenant.

Based on the documentary evidence and the verbal testimony of both parties I find that the tenant smokes Marijuana inside the rental unit. An addendum to the tenancy agreement does not permit this activity and by signing the addendum, the tenant was made aware of the strict drug free housing policy of the landlord. Despite multiple warnings the tenant continues to smoke Marijuana inside his rental unit.

Based on the complaints from the other residents, the log entries, the warning letters, the verbal warnings, the police files, the notices to end tenancy and the opportunity to rectify the situation, I find that the landlord has given tenant a few chances to stop the offending activity. Despite these opportunities, the activity continues and based on the testimony of the landlord and the events recorded in the log book, I find on a balance of probabilities that it is more likely than not that the tenant is not motivated to change his pattern of behavior.

The activities of the tenant and his visitors make the other residents who are seniors or persons with disabilities feel threatened and afraid for their safety.

Since the tenant has not made sufficient attempts to improve the situation despite having been given opportunities to do so, I find that the landlord has cause to end the tenancy and I uphold the notice to end tenancy.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant.

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: May 05, 2015

Residential Tenancy Branch

