



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sandford Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, ERP, OPC

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order for emergency repairs - Section 32.

The Landlord applied for:

1. An Order of Possession - Section 55.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started in June 2013. Rent of \$385.00 is payable monthly on the first day of each month. On July 22, 2015 the Landlord gave the Tenant a one month notice to end tenancy for cause (the “Notice”) by posting the Notice on the door. The Notice contains three reasons one of which is that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.

The Landlord provided copies of reports for approximately 7 incidents that occurred in June and July 2015. These reports indicate that the Tenant used vulgar, aggressive and racist language towards the Landlord, threatened to assault the Landlord, and repeatedly kicked and punched the elevator door. Shortly following the issuance of the Notice another incident report indicates that the Tenant caused so much damage to the elevator that it stopped operating.

The Tenant states that he never threw any coffee carafe only a mug. The Tenant expressed frustration with the changeover of staff and changes to programming. The Tenant admits that he kicked the elevator and states that he no longer does this. The Tenant states that since receiving the Notice all bad behavior has stopped. The Tenant states that since receiving the Notice the Tenant is also happy that the staff have quit bothering him. The Landlord acknowledges that they have a policy that requires the Landlord to check on a tennat's well-being every 72 hours.

The Parties gave evidence in relation to the other reasons for the Notice. The Tenant paid the rent for October 2015 and the Landlord seeks an order of possession for November 30, 2015 in order to give additional time to the Tenant to find alternate housing.

Analysis

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Given the undisputed evidence that the Tenant damaged the elevator and caused it to stop working, I find that this supports the extent of the Tenant's behavior as claimed by the Landlord. I also note that the Tenant did not dispute the details of the incidents other than to dispute that a coffee urn was thrown. In total, I find that this behavior is not isolated or provoked and is an unreasonable disturbance faced by the Landlord and on occasion by the other tenants. As a result I find that the Notice is valid and that the tenancy must end.

The Landlord is entitled to an order of possession effective November 30, 2015. As the Notice has been found to be valid on this one basis, it is not necessary to consider the other reasons for the Notice. Noting that the Tenant did not raise any emergency repairs issues and considering that the tenancy is ending, I dismiss the Tenant's application.

Conclusion

The Tenant's application is dismissed.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on November 30, 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: October 09, 2015

Residential Tenancy Branch

