



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant for an order cancelling the landlord's 1 Month Notice to End Tenancy dated August 28, 2015. At the hearing the landlord made a verbal request for an order of possession. Both parties attended the hearing and had an opportunity to be heard.

### Issue(s) to be Decided

Are the parties entitled to the requested orders?

### Background and Evidence

This tenancy began approximately three years ago. On August 28, 2015 the landlord served the tenant with 1 Month Notice to End Tenancy for Cause. The Notice alleged that the tenant or a person permitted on the property by the tenant has (a) significantly interfered with or unreasonably disturbed another occupant or the landlord; and (b) put the landlord's property at significant risk. The tenant disputes these allegations and on September 2, 2015 filed an application for dispute resolution.

At the hearing the landlord testified that the central problem they are having with the tenant is that she has been "dealing and letting others use and sell drugs from {her} suite." The landlord also claims that the tenant is letting people who had previously been evicted from the building for drug dealing into the residential property. According to the landlord the problem has been getting progressively worse and the tenant has been given several verbal warnings and then written warnings on July 17 and August 24, 2015. Copies of the warning letters were provided by the landlord. The landlord also submitted a letter that has been signed by ten other occupants of the building which states that they would like the tenant to be removed from the building for the reasons stated above. This letter is in the form of a petition and is dated August 31, 2015. The landlord also testified that the police and fire departments have attended at the building in response to problems in the tenant's unit. It is my understanding though

that these official attendances at the residential property occurred after the date that the 1 Month Notice was served.

For her part, the tenant denies all of the landlord's allegations. The tenant testified that she does not have anyone coming to her suite and that the fire department attendance was just caused by a cigarette. The tenant testified that she had not let anyone into the building since she was served with the 1 Month Notice and that when she had let people in before it was because she thought they still lived there. When asked why the landlord would make these allegations the tenant simply said that the landlord was lying.

### Analysis

When a landlord serves a tenant with a Notice to End Tenancy for cause and that Notice is disputed by the tenant, the burden is on the landlord to prove the allegations contained in the Notice on a balance of probabilities. The landlord need not prove all the allegations contained in the Notice. If one allegation is proved, that is sufficient for the landlord to succeed in its application.

In the present case, the landlord testified and submitted documentary evidence in support of the Notice. In his testimony, I found the representative for the landlord to be truthful, reasonable and matter of fact. I did not get the impression that this was a personal campaign of the landlord or that any of the evidence given was vindictive or exaggerated.

In contrast, I found the tenant's evidence to be lacking in credibility. I simply do not accept her assertion that the landlord's representative is a "liar". Further, I am not prepared to find that ten other occupants signed a letter in an act of group mischief or that they were somehow pressured by the landlord into signing the letter. Rather, I believe that the landlord is simply acting in the best interest of the other occupants of the building who simply want to live safely and quietly and go about their lives without disruption. The tenant was given written warnings about her actions but failed to heed those warnings.

On balance, after considering the totality of the evidence before me, I find that the landlord has established that the tenant has significantly interfered with or unreasonably disturbed other occupants of the residential property.

### Conclusion

I dismiss the tenant's application.

I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

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: November 16, 2015

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Residential Tenancy Branch

