



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated September 30, 2015.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The landlord testified he served his documentary evidence on the tenant in person and by Priority Post. The Advocate for the tenant stated the tenant did not receive some of the landlord's evidence. I determined it was appropriate not to consider the documents that the tenant did not receive in this application.

I find that the Notice to End Tenancy was personally served on the Tenant on September 30, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord around the middle of October. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated September 30, 2015?

Background and Evidence

The tenancy began approximately 1 year ago. It is shared accommodation. The rent is \$400 per month.

Grounds for Termination:

The grounds set out in the Notice are as follows:

- 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
- 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
- Tenant has caused extraordinary damage to the unit/site or property/park
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- Rental unit/site must be vacated to comply with a government order

The landlord seeks to end the tenancy based on the following:

- The landlord testified that the tenant has caused disturbances at the house that has significantly interfered with and unreasonably disturbed other occupants.
- The tenant has an alcohol problem and he is often drunk and unruly in dealing with other tenants.
- The tenant was given a warning letter on August 16, 2015 expressing concern about his "loud drunken disruptive behaviour"
- The police have been called 3 times to deal with this behaviour.
- The Fire Department has ordered that the rental property in its present condition can house 10 residents only.
- There are 11 residents in the rental property at the present time.

The tenant testified as follows:

- He is disabled and has mobility issues.
- He denies he was responsible for the disruptions alleged by the landlord.
- The police exonerated him when they attended.
- The landlord has fabricated the grounds and he is not at fault.

Analysis:

After carefully considering the disputed evidence I determined the conduct of the tenant has significantly interfered with and unreasonably disturbed other occupants in the rental unit. I am satisfied the tenant has a drinking problem. The tenant was given

notice that if his loud drunken disruptive behaviour continued his tenancy would be terminated. The tenant failed to produce evidence from other occupants which might dispute the testimony of the landlord.

Determination and Orders:

I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice.

Order for Possession:

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where an arbitrator has dismissed a tenant's application to set aside a Notice to End Tenancy, the arbitrator must grant an Order for Possession. The landlord made this request at the hearing. I am aware of the tenant's physical limitations and that this is the last day of November. As a result I granted the landlord an Order for Possession effective December 31, 2015.

The tenant 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.

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 30, 2015

Residential Tenancy Branch

