



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC CNC FF

Introduction:

The hearing convened at 9 a.m. with the agent for the landlord and the tenant in attendance. As I tried to introduce myself, the tenant immediately began yelling that she “did not damage any property” and making other remarks. She was unable to hear anything over the sound of her own voice. I muted her in the conference and told her that she had to conduct herself properly and she would be given an opportunity to state her position at the right time. If she continued to disrupt, she would be muted. At this point, she left the conference and did not rejoin it by 9:20a.m. when it concluded.

The hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order of Possession pursuant to Sections 47, and 55 for cause; and
- b) An order to recover the filing fee pursuant to Section 72.

The hearing also dealt with an application by the tenant pursuant to the Act for orders as follows:

- c) To cancel a Notice to End Tenancy for cause.

The landlord provided evidence of service of the Notice to End Tenancy by posting it on the door and by registered mail of their Application for Dispute Resolution and admitted service of the tenant’s Application. I find that the documents were legally served according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated October 9, 2015 for cause. Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and to obtain an Order of Possession and recover the filing fee?

Or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended but the tenant left the conference as explained above and did not return. The landlord was given opportunity to be heard, to present evidence and to make submissions. The agent said the property was bought in 2009, a security deposit of \$325 was paid sometime prior to that and rent is currently \$675 a month. There is no written tenancy agreement. The landlord's agent said that the tenant lives in one basement apartment with a boyfriend and her ex lives in another on the other side. The Notice to End Tenancy was served for the following reasons:

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;
- (b) Seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- (c) Put the landlord's property at significant risk.

The agent noted there are fights and arguments between the boyfriend and the tenant's ex and she appears to provoke some of the arguments. The disrupting behaviour has escalated and police have had to be called. On September 3, 2015, the landlord gave the tenant written notice that she was only to have her daughter live with her and no additional persons. Furthermore, she was allowing other persons to use the laundry. The agent said that the tenant still has her boyfriend living with her and this appears to be causing a lot of the problems.

The tenant provided as evidence two letters. One states she has known the tenant for 10 years and has seen that the tenant keeps the unit in good condition. She states the difficulty is about jealousy between the ex and the tenant's new partner and the ex knows he is the reason that the tenant is being evicted. She said that he has offered the laundry facilities to her but the tenant did not. The second letter is unsigned but states that her ex picks on the tenant and the landlord sides with the ex. Both letters mention that repairs need to be done to the property.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord has satisfied the onus of proving that the tenant or persons permitted on the property by her are significantly interfering with or unreasonably disturbing another occupant or the landlord and seriously jeopardizing the health or

safety or lawful right of another occupant or the landlord. I find the frequent fighting between the two men who are living in close proximity in the basement of the home is significantly and unreasonably disturbing other occupants to the point where Police have had to be involved. I find the tenant has not responded to the warning letter of the landlord by requiring the boyfriend to leave so the situation could change. I find the landlord is entitled to an Order of Possession effective December 31, 2015 as requested.

The tenant in her documentary evidence and in her statement on the telephone emphasized that she is not damaging the property. The landlord's agent said they were not pursuing allegations of damage at this time but the landlord was concerned that the escalating fighting was likely to damage the property. The tenant also said in her Application that she was denied entry to the laundry. The landlord's agent said they had no knowledge of that and the tenant had provided no written complaint to the landlord on this. I find insufficient evidence to support the tenant's allegation of being excluded from the laundry facilities. I dismiss the Application of the tenant.

Conclusion:

I find the landlord is entitled to an Order of Possession effective December 31, 2015 as requested and to recover their filing fee for their Application.

I HEREBY ORDER that the landlord may recover their filing fee by deducting \$50 from the security deposit of the tenant which will leave a balance of \$275 plus any interest on the original amount.

I dismiss the Application of the tenant in its entirety without leave to reapply. No filing fee was involved.

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: December 16, 2015

Residential Tenancy Branch

