



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding John Perkins Memorial Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, LRE

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause; for an order that the landlord comply with the *Act*, regulation or tenancy agreement; and for an order suspending or setting conditions on the landlord's right to enter the rental unit.

The tenant and 2 agents of the landlord attended the hearing, and each gave affirmed testimony. The tenant was also accompanied by a Legal Advocate. The parties were given the opportunity to question each other respecting the evidence and testimony provided, all of which is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

### Issue(s) to be Decided

- Has the landlord established that the 1 Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?
- Has the tenant established that the landlord should be ordered to comply with the *Act*, regulation or tenancy agreement?
- Has the tenant established that the landlord's right to enter the rental unit should be suspended or permitted conditionally?

### Background and Evidence

**The first agent of the landlord** (DL) testified that this tenancy began about 4 months ago, and the tenant still resides in the rental unit. The agent does not have a copy of the tenancy agreement to refer to, but believes rent is approximately \$475.00 per month

due on the 1<sup>st</sup> day of each month. The rental unit is an apartment in a complex with 62 units, as part of a low income housing society.

The landlord's agent further testified that on or about February 24, 2016, he and the other agent of the landlord attended the rental unit and served the tenant personally with a 1 Month Notice to End Tenancy for Cause, a copy of which has been provided. The notice is dated February 24, 2016 and contains an effective date of vacancy of March 31, 2016. The reasons for issuing the notice are:

- 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 has received a number of letters from other tenants, some of which have been provided, wherein the tenants complain about the tenant verbally and physically assaulting them. There are 62 low income individuals in these buildings, many of whom are seniors.

The landlord has also provided a copy of a letter from a construction company and the landlord's agent testified that the construction company was hired to complete some renovations to the buildings. The letter is from the owner/manager dated February 11, 2016 stating that the tenant was providing alcohol and drugs to construction workers, and encouraging them to partake. The landlord's agent knows the owner/manager, and has a lot of respect for him, and believes that the allegation would not be made if it were not true.

The tenant continues to be disruptive in the building, has changed the locks on the door of the rental unit, and has pushed the fridge out of the rental unit into the common hallway. Also, letters from other tenants continue to be received by the landlord.

**The second agent of the landlord** (AS) testified that he was present when the 1 Month Notice to End Tenancy for Cause was served on the tenant personally, and testified that it was served on February 24, 2016.

The tenant has also caused damage to her storage locker, and a photograph has been provided.

The landlord's agent also testified that at least 1 of the complaint letters received from other tenants specifies that the tenant has been smoking marihuana on the balcony of the rental unit, which is strictly against policies and regulations, and is still a controlled substance.

**The tenant** testified that she moved into the rental unit on June 30, 2015.

The tenant has never provided drugs or alcohol to construction workers, and the letter by the owner/manager of the construction company is a complete lie.

The tenant also denies ever smoking marihuana on the balcony, or in her rental unit, or in the common hallway, or anywhere else on the rental property.

With respect to the broken storage locker, the tenant testified that her locker, as well as one belonging to another tenant, was broken into. The tenant had them repaired at her own expense, and it was done within probably 1 day.

### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was issued in accordance with the *Residential Tenancy Act*, which can include the reasons for issuing it. I have reviewed the 1 Month Notice to End Tenancy for Cause and I find that it is in the approved form and contains information required by the *Act*. The reasons for issuing it are in dispute.

I have reviewed the evidentiary material provided by the parties. The tenant's Legal Advocate submits that the tenant has no control over what construction workers do, and absent any oral testimony from the owner/manager of the construction company, there is no opportunity to question him. The letter blames the tenant, but the tenant denies the allegation.

The allegations made by the landlord's agents that did not take place prior to the issuance of the 1 Month Notice to End Tenancy for Cause are not entirely relevant to this application, however, the tenant denied absolutely everything that the landlord's agents said under affirmation, and I don't find a defence has been set out where the tenant simply says, "It's all a lie."

I accept the testimony of the landlord's agents and the letters provided by other tenants in the complex. The tenant applies for an order suspending or setting conditions on the landlord's right to enter the rental unit after having changed the locks, which is contrary to the *Act*.

In the circumstances, I find that the landlord had cause to issue the notice, and the tenant's application is dismissed.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice is in the approved form. Having found that the notice is in the approved form and contains information required by the *Act*, I hereby grant an Order of Possession in favour of the landlord. Since the effective date of vacancy has passed, I grant the order on 2 days notice to the tenant.

### Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety.

I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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: April 08, 2016

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Residential Tenancy Branch