



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC OPC OPB FF

### Introduction

This hearing was convened pursuant to the tenants' application to cancel a notice to end tenancy for cause and the landlord's cross-application for an order of possession. The two tenants, an advocate for the tenants and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the notice to end tenancy dated February 26, 2016 valid?

### Background and Evidence

The tenancy began in October 2015. The rental unit is on the third floor in a multi-unit building.

On February 26, 2016 the landlord served the tenants with a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were that (1) the tenant or a person permitted on the property by the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord; (2) the tenant has engaged in illegal activity that has or is likely to adversely affect the quiet enjoyment,

security, safety or physical well-being of another occupant; and (3) the tenant has breached a material term of the tenancy agreement and not corrected the breach within a reasonable time after written notice to do so.

### *Landlord's Evidence*

The landlord stated that the tenants have caused problems in the building since they moved in. The landlord stated that the tenants have let people in to the building, and those people have left garbage, graffiti, needles, blood, used condoms and women's clothing in the building. The landlord submitted photographs showing these items in the building, including blood stains on the walls and needles strewn on the floor. The landlord submitted that there were cigarette butts on the ground below the tenants' balcony.

The landlord stated that other tenants have complained that there are people going in and out of the tenants' unit at all hours, or throwing rocks at the tenants' window or yelling to be let in. The other tenants and the landlord believe that the tenants' guests are involved in illegal activities in the building, including prostitution and use or dealing of drugs. The landlord stated that they spoke to one of the people in the building, and she identified herself as the cousin of one of the tenants. The building manager stated that he has seen people leaving from the tenants' unit. The landlord submitted two complaint letters from other tenants in the building.

On February 15, 2016 the landlord served the tenants with two breach letters, instructing them to immediately correct their behaviour and the behaviour of their guests. The landlord submitted that the behaviour of the tenants and their guests showed no sign of stopping, so on February 26, 2016 the landlord served the tenants with the notice to end tenancy for cause.

The landlord stated that while the outer door is unlocked, the inner door of the building is secured all of the time. The landlord stated that to their knowledge the buzzers work, and the tenants never gave the landlord a written request to fix the buzzer.

The landlord stated that they have received the tenants' rent cheque for April 2016. The landlord requested an order of possession effective April 30, 2016.

### *Tenants' Response*

The tenants stated that the buzzer for their apartment does not work. The tenants stated that the front door is not locked, so street people often come in to get out of the cold. The tenants stated that they have no control over transients, but they do chase them out of the building. The male tenant stated that when his guests come he escorts them in and out of the building. The female tenant denied that the person who spoke to the landlord was the tenant's relative, they were both just Native. The female tenant stated that when her relatives come to visit they never shout to be let in, they text the tenant.

The tenants stated that there is no way to tell if the cigarette butts are from their apartment, because other tenants below them also smoke. The tenants stated that they offered to rake up the butts if the landlord brought them a rake, but they never brought the rake. The tenants stated that the garbage on the second floor balcony was from the tenants below.

### Analysis

Upon consideration of the evidence and on a balance of probabilities, I find that the notice to end tenancy dated February 26, 2016 is valid, on the ground that the tenants or persons permitted in the building by the tenants significantly interfered with or unreasonably disturbed other tenants.

The landlord's evidence was consistent and well-supported, with specific testimony from the building manager, two complaint letters from other tenants and photographs showing the evidence of garbage and damage done in the building.

I found that the tenants' evidence was vague and contradictory. At one point the tenants appeared to deny that they had guests, but then they acknowledged having guests including relatives visit them. The tenants admitted to smoking, contrary to their tenancy agreement, but they stated that there was no way for the landlord to prove that the cigarette butts came from the tenants.

Because I found that the notice to end tenancy is valid on the ground of significant interference or unreasonable disturbance, it is not necessary for me to consider the other two alleged causes. I find that the tenancy ended on the effective date of the notice. I therefore confirm the notice to end tenancy and dismiss the tenants' application.

Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the order of possession. I am satisfied that the notice to end tenancy for cause dated February 26, 2016 meets the requirements regarding form and content as set out in section 52 of the Act. Accordingly, I grant the landlord an order of possession effective April 30, 2016.

As it was not necessary for the landlord to file their application for an order of possession, I decline to award the landlord recovery of their filing fee for the cost of their application.

### Conclusion

The tenants' application is dismissed.

I grant the landlord an order of possession effective April 30, 2016. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: April 21, 2016

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Residential Tenancy Branch