



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNC

### Introduction

The tenant applied under the *Residential Tenancy Act* (the “Act”) to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) dated March 19, 2016.

The tenant and an agent for the landlord (the “agent”) attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The parties were provided with the opportunity to submit documentary evidence prior to this hearing. I have reviewed all oral and documentary evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The tenant confirmed that she received the landlord’s documentary evidence and that she had the opportunity to review the evidence prior to the hearing. The tenant confirmed that other than the 1 Month Notice, she did not serve additional documentary evidence on the landlord. I find the parties were sufficiently served in accordance with the *Act*.

### Preliminary and Procedural Matter

At 35 minutes into the hearing; once the arbitrator was satisfied that the 1 Month Notice was valid and provided his oral decision during the proceeding, the tenant abruptly disconnected from the teleconference hearing.

### Issues to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on June 1, 2013 and reverted to a month to month tenancy after six months. The parties agreed that monthly rent is currently \$768.75 and is due on the first day of each month.

The tenant confirmed that she received the 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated March 19, 2016 on her door on March 20, 2016 alleging four causes. The tenant disputed the 1 Month Notice on March 30, 2016 which is within the 10 day timeline provided for under section 47 of the *Act*. The effective vacancy date indicated on the 1 Month Notice is listed as April 30, 2016. The tenant received both pages of the 1 Month Notice as both pages were submitted in evidence by the tenant.

The landlord presented evidence regarding the first cause which is listed as "Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord." The landlord first referred to a security report where the tenant was not named and her unit number was not included and as a result, that report was not considered further. The landlord then referred to an October 17, 2015 letter from an occupant in the building that alleges that the tenant keeps buying drugs in the parking lot almost every night and that when the occupant comes home with her kids, she sees the tenant talking loudly and swearing, and when asked to stop, she swore at the occupant. The occupant also writes that she is scared to live at the building as she does not what will happen. The tenant denied being in town on October 17, 2015 and claims she was in Prince George on that date and that she could provide medical records that support her testimony but failed to provide any documentary evidence other than the 1 Month Notice in support of her Application.

The landlord then presented a March 22, 2015 security report which reads in part that the tenant came running out of the building yelling and came within an inch of the security officer's face and that the security officer felt that the tenant was going to hit the security officer. The tenant denies that she was yelling and stated that she was talking to the security officer and that the security officer was yelling at her.

The landlord presented a letter dated January 29, 2016 from occupant K.M. complaining about the tenant dealing or buying drugs in the parking lot of the rental property and that the building was supposed to be a crime-free building. The tenant denies that she has ever consumed, purchased or sold drugs on the property and that she has a nervous disorder that makes it look like she is on drugs. The tenant did not provide any supporting evidence to support this statement and confirmed that she signed the crime-

free housing agreement at the start of the tenancy which was submitted in evidence by the landlord.

The landlord presented a letter dated March 18, 2016 from an occupant in the building complaining about the tenant buying drugs every single night and she is not comfortable living in a building where people sell, buy and smoke drugs. The landlord testified that tenants have moved out of the rental unit due to ongoing complaints regarding this tenant.

The landlord then presented three warning letters which the tenant stated that she received. The warning letters are dated March 25, 2015, February 27, 2016 and March 19, 2016. The tenant confirmed that she did not respond to the warning letters in writing or dispute them in writing.

The tenant was advised during the hearing that the tenancy was ending as I was satisfied that the landlord met the burden of proof by providing sufficient evidence to prove the first cause of the four causes listed on the 1 Month Notice. As a result, I did not find it necessary to consider the remaining three causes listed on the 1 Month Notice.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

**1 Month Notice to End Tenancy for Cause** – The 1 Month Notice is dated March 19, 2016 and has an effective vacancy date of April 30, 2016. The tenant disputed the 1 Month Notice within the 10 day timeline as provided under section 47 of the *Act*. The onus of proof is on the landlord to prove that the 1 Month Notice is valid. The landlord provided several complain letters from other occupants in the building alleging that the tenant is involved with buying, selling or using drugs on the rental property, yelling, and swearing at other occupants. The tenant alleges that she has a nervous disorder that makes it look like she is on drugs, but has failed to provide any supporting evidence to support her claim. Finally, the tenant has not responded to the landlord to dispute any of the previous warning letters issued to the tenant. Therefore, as mentioned above, I find the landlord has provided sufficient evidence to support the 1 Month Notice and as a result, **I dismiss** the tenant's application in full, **without leave to reapply**. **I uphold** the landlord's 1 Month Notice.

Section 55 of the *Act* applies and states:

**Order of possession for the landlord**

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, **the director must grant to the landlord an order of possession of the rental unit if**

(a) **the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and**

(b) **the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.**

[my emphasis added]

Given the above **I grant** the landlord an order of possession effective **April 30, 2016 at 1:00 p.m.** which is the effective vacancy date listed on the 1 Month Notice. As indicated above, I do not find it necessary to consider any of the other three causes as the landlord has provided sufficient evidence to prove the first cause.

Conclusion

The tenant's application is dismissed, without leave to reapply. The tenancy will end on April 30, 2016.

The landlord has been granted an order of possession effective April 30, 2016 at 1:00 p.m. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 22, 2016

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Residential Tenancy Branch