



Dispute Resolution Services

Page: 1

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 February 29, 2016.

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.

I find that the Notice to End Tenancy was personally served on the Tenant on February 29, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on March 9, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated February 29, 2016?

Background and Evidence

The tenancy began on September 1, 2015. Neither party provided a copy of the tenancy agreement. The rent is \$600 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$300 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on the following:

- Tenant has allowed an unreasonable number of occupants in the unit/site
- 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
 - put the landlord's property at significant risk
- 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 seeks to end the tenancy based on the following testimony:

- The landlord testified he is the Resident Manager and he lives on the property. He has personally witnessed the problems and is he recipient of multiple complaints from other residents.
- The rental property has 8 units including the rental unit which he lives in.
- The tenancy was arranged by the MPA Society on behalf of the tenant. The tenant has mental health issues receives assistance from the MPA Society who is aware of these proceedings.
- The landlord has been having problems with the tenant since she moved into the rental unit.
- On many occasions she has guests over the significantly interfere with and unreasonably disturb other occupants and the landlords particulars are as follows:
 - There is a constant flow of guests who stay for a short term basis. Marijuana and other drugs are being sold from the unit. The unit is being used to store stolen property.
 - The tenant permits people who have been barred from the property into he rental unit.
 - On one occasions one of the guest spit in the face of the landlord.
 - She allowed her boyfriend to stay. She testified he threatened her with a knife.
 - The landlord has received complaints from a number of the neighbors about the tenant's guests knocking on the wrong doors late at night.
 - The landlord testified he would received complaints from other occupants 2 to 3 times a week.

- The rental unit was is only about 500 square feet in size. The agreement between the parties is that it was accommodation for 1 person only. The tenant often has many more people staying over.
- On many occasions he has smelled the odor of marijuana coming from her rental unit.

The tenant responded as follows:

- The individual who spit in the landlord's face has not been back since.
- She denies that her boyfriend was living with her. She admitted that in April he chased her around the apartment with a knife.
- She was unaware of the problem as the landlord failed to give her written notice of problems.
- She has a hard time standing up to people.
- Things have improved as her meds are starting to work.

The landlord acknowledged there has been an improvement but testified there continues to be constant traffic and drug dealing from the rental unit.

Analysis:

After considering all of the evidence I determined the landlord has established sufficient cause to end the tenancy for the following reasons:

- An arbitrator must determine the validity of the Notice to End Tenancy as of the date of the Notice which in this case is February 29, 2016.
- I determined the landlord's testimony is credible as it is based on first hand knowledge. I accept his evidence that he, is getting 2 to 3 complaints a week from other tenants in the rental property.
- I am satisfied the tenant or those permitted in the rental unit by the tenant have engaged in illegal activity that has significantly interfered with other occupants of the rental property and the landlord.
- The tenant has permitted guests on the property who have been barred. The conduct of these guests is such they have seriously jeopardized the health and safety of the landlord. There is no justification for spitting into the face of the landlord. The conduct of boyfriend is a serious concern.
- The knocking on the doors of other residents in the rental unit is a serious disturbance.
- The tenant testified she was not aware of the complaints because the landlord failed to advise her. The landlord testified he was asked by the MPA Society to deal with them which he did. I do not believe the tenant when she testified she was unaware of the issues the landlord is complaining of.

Determination and Orders:

After carefully considering all of the evidence 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. The rent has been paid for April. I order that the tenancy shall end on April 30, 2016.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession effective April 30, 2016.

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: April 24, 2016

Residential Tenancy Branch