



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing addressed the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the "*Act*") to cancel a 1 Month Notice to End Tenancy for Cause ("1 Month Notice").

The tenant and the landlord's agent (the "landlord") attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed she was an agent of the landlord's company named in this application, and had authority to speak on its behalf.

The landlord confirmed receipt of the tenant's application for dispute resolution. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on July 1, 2010 on a month to month basis. Rent in the amount of \$315.74 is payable on the first of each month. A security deposit was not remitted at the start of the tenancy. The tenant continues to reside in the rental unit.

The tenant confirmed personal receipt of the landlord's 1 Month Notice on May 5, 2016 with an effective date of June 30, 2016. The landlord testified that the 1 Month Notice was issued for the following reasons:

- *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*
- *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*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so*

The landlord testified that despite a signed tenancy agreement that indicates the rental unit is designated for seniors aged 55 or older, the tenant has allowed his daughter and daughter's boyfriend to reside with him in his bachelor rental unit. The tenancy agreement specifies only those listed as tenants are allowed to live in the rental unit and guests exceeding a 14 day stay in a 12 month period without the written consent of the landlord are considered occupants. The landlord has submitted a copy of the signed tenancy agreement. The landlord testified that she has observed the tenant's daughter and daughter's boyfriend come and go from the tenant's rental unit. In addition the landlord has received reports from other renters that these individuals are living with the tenant. The landlord has provided witness statements from four separate renters, two of which identified the tenant's daughter as living in the tenant's rental unit. In support of her claim that the tenant's daughter lives in the rental unit, the landlord has provided an envelope addressed to the tenant's daughter at the rental unit address.

The landlord testified that the tenant's daughter and daughter's boyfriend engage in illegal drug activity and are consistently entering and exiting the rental unit building at all hours of the day and night which disturb the other renters. The landlord has submitted witness statements from other renters that reiterate this. In summary, the witnesses report being woken in the middle of the night to knocks on their doors from the tenant's daughter, people running up and down the stairs, loud noises from the tenant's guests entering and exiting the rental building and observations of the tenant's daughter buying drugs. The landlord testified that a renter reported to her that the tenant also engages in illegal drug activity.

The tenant testified that his daughter and daughter's boyfriend do not live with him. He acknowledged they were frequent guests but reiterated they did not live with him. Both have separate addresses in Coquitlam. To support this, the tenant testified that his daughter receives her welfare cheque to her own address in Coquitlam, not his address. The tenant testified that the envelope addressed to his daughter at his rental unit address is the result of him requesting a copy of his daughter's birth certificate, this was

a onetime occurrence. His daughter does not regularly receive mail at his rental unit address. The tenant denied the use of illegal drugs by either him or his daughter. In regards to the landlord's witness statements that attest to drug use and disturbances, the tenant testified that these letters were written out of spite. One letter writer was upset because the tenant could not provide a working girl to him, and another is now in drug rehabilitation himself.

Analysis

Under section 47 of the *Act*, a landlord may end a tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. The onus is on the landlord to prove the significant interference or unreasonable disturbance took place by the tenant or person permitted on the property by the tenant. The landlord provided evidence in the form of oral testimony and witness statements regarding the ongoing disturbance created by the tenant's daughter and tenant's boyfriend. The tenant did not actively dispute any disturbances took place; instead he contended that his daughter did not reside with him and the witness statements were written out of spite. Accordingly he seeks to have the 1 Month Notice cancelled.

The landlord's testimony was congruent with the submitted witness statements that the tenant's daughter and daughter's boyfriend enter and exit all hours of the night resulting in noises that disturb the other renters. Based on the landlord's testimony and submitted witness statements I find it probable that the tenant's daughter, a person permitted on the property by the tenant, has unreasonably disturbed other occupants of the residential property. Therefore, I find the landlord has met the onus and dismiss the tenant's application to cancel the 1 Month Notice.

Section 55 of the *Act* establishes that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the *Act* provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

Based on the landlord's testimony and the notice before me, I find the 1 Month Notice complies in form and content. As the tenant's application has been dismissed I find that the landlord is entitled to an order of possession, pursuant to section 55 of the *Act*.

Conclusion

The tenant's application to cancel the 1 Month Notice is dismissed.

An order of possession is granted to the landlord effective **June 30, 2016 at 1:00 p.m.**

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: June 24, 2016

Residential Tenancy Branch