



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes cnc

Introduction

The tenant has applied for resolution of a dispute in the tenancy at the above noted address, and requests an order to cancel a One Month Notice to End Tenancy dated April 29, 2016.

Both parties attended the hearing and were provided full opportunity to provide their respective evidence and submissions.

Issue(s) to be decided

Should the Notice to End Tenancy be cancelled, or has the landlord established grounds to end this tenancy?

Background and Evidence

This tenancy began July 2, 2015. The monthly rent is \$900.00, and all rent including June rent has been paid to the landlord by a third party. The One Month Notice to End Tenancy was given to the tenant April 29, 2016, on the grounds that the tenant had allowed an unreasonable number of occupants in the unit, that the tenant or a person permitted on the property by the tenant had seriously interfered with or unreasonably disturbed another occupant or the landlord, and that the tenant had seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and put the landlord's property at serious risk.

The landlord provided testimony in support of having cause to end the tenancy, as follows:

- The tenant was given a breach notice on April 13, after an incident in which a guest of the tenant was shaking the lobby door violently, calling the tenant's name and asking to be let in.
- Previous to this incident, a guest of the tenant had harassed another tenant, asking to be allowed in.
- On March 23 at about 2:30 am, a guest of the tenant was disturbing other occupants by swearing and yelling at a dog outside the residential premises.
- Recently a female guest of the tenant was discovered sleeping in a hallway outside the tenant's unit, who stated she had paid the tenant to sleep in his unit, but it was too crowded.

- In early April, the tenant's front door was damaged, and the tenant obscured the damage with tape and a cover plate. The tenant also replaced the deadbolt without permission from the landlord, and without providing a key to the landlord. In reply to the tenant's contention that there was no way to contact the landlord, the landlord stated that an emergency number is on the tenant's tenancy agreement, and is posted on the wall of the rental building.
- The tenant's hydro service has been discontinued, and the smoke detector in the unit is therefore not working, which is a safety hazard for all other occupants.
- The tenant has been stealing power from other parts of the building by use of an extension cord. He has continued to do so, including one occasion only twenty minutes after being warned not to and after a wall plug was capped. When the cord was cut he spliced it back together and plugged it back into the laundry room.

The tenant submits that he never has more than two overnight guests, that he does not rent out his suite to anyone, and that generally it is only his girlfriend who resides with him. He submits that someone tried to jimmy his deadbolt, and so he changed the lock. He did not contact the landlord because he does not have the number, and there is no way of reaching the landlord. The tenant testified that friends cannot enter the building because the security buzzer does not work properly. He denies knowing the persons causing disturbance at night, and suggests they are guests of others in the building. He lost his power as a result of a problem with his account, and has been trying to get it restored. He plugged in his cord only once for a few minutes, so that he could make some toast. He spliced the cord after it was cut by the landlord.

Analysis:

I do not find the tenant to be a credible witness, for the following reasons:

- He claims he used stolen power only once for a few minutes. If that were the case, it is inconceivable that the landlord would have found and cut the cord, and capped the wall plug, and ever discovered that the cord had been spliced back together. I prefer the landlord's testimony that the tenant has repeatedly plugged in the extension cord, both before and after it was spliced.
- The tenant denies knowing the disruptive late night guests, yet the man who violently was shaking the lobby door was yelling the tenant's name, and the girl sleeping the hallway also identified the tenant by name.
- The tenant alleges he has no way to contact the landlord, despite the emergency number being posted on the wall of the building, and being recorded in his tenancy agreement.

I therefore prefer the testimony of the landlord over that of the tenant, with respect to those issues in which there is contradictory evidence.

I find that guests of the tenant have unreasonably disturbed others. I find that the tenant has improperly replaced his deadbolt, which denies the landlord access to his unit in the case of an emergency. I find that the tenant must be held liable for failing to keep his

hydro account in good standing, and that not having a working smoke detector puts the safety of other residents at risk, particularly when the tenant uses a spliced together extension cord to steal power from another area of the building.

In short, I find the landlord has demonstrated sufficient cause pursuant to section 47 of the Residential Tenancy Act, to end this tenancy.

As rent was paid and accepted for June, I find that the tenant is entitled to continue to use and occupy the premises until June 30, 2016. The tenancy will therefore end effective June 30, 2016.

Section 55 (1) of the Residential Tenancy Act provides that 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 the landlord's notice is proper as to form and content, and the tenant's application to cancel the Notice is dismissed. Those conditions are met, and accordingly, an Order of Possession is granted to the landlord. As proposed by the landlord, the Order shall be effective June 30, 2016.

Conclusion

The tenant's application is dismissed. The landlord is granted an Order of Possession, effective June 30, 2016.

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 06, 2016

Residential Tenancy Branch