



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Look-out Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened pursuant to the tenant's application to cancel a notice to end tenancy for cause. The tenant and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application. Neither submitted documentary evidence. Both parties were given full opportunity to give affirmed testimony. I have reviewed all testimonial 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 June 22, 2016 valid?

Background and Evidence

The tenant rents a room in a multi-unit building identified as an SRO (single room occupancy) and harm-reduction building. Therefore, the tenant shares a washroom with other tenants, and the landlord does not prohibit the tenant from using drugs in his room.

On June 22, 2016 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were as follows:

- 1) the tenant or a person permitted on the property by the tenant has:
 - a. significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - b. seriously jeopardized the health, safety or lawful right of another occupant or the landlord;
 - c. put the landlord's property at significant risk
- 2) the tenant has engaged in illegal activity that has, or is likely to:
 - a. adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant; and
 - b. jeopardize a lawful right or interest of another occupant or the landlord.

Landlord's Evidence

Both of the agents for the landlord gave testimony that on June 14, 2016 they were present in the tenant's room when he told them he was dealing drugs in his unit. The agents stated that the tenant showed them some bruises on his body and said that he had a drug debt so he had to sell drugs or he would be killed. The agents stated that they saw paraphernalia for using and selling drugs, including a scale with white powder on it. The agents stated that while they were talking to the tenant, three or four people knocked on the tenant's door and wanted to buy drugs from him.

The landlord stated that they received complaints from neighbouring tenants that they were being disrupted by the tenant's frequent guests and felt unsafe because of those guests. The landlord stated that several of the neighbouring tenants are elderly or disabled and they did not want to make written complaints because they feared the tenant and his guests. The landlord stated that the tenant's guests have used drugs in the shared bathroom and left behind syringes and other drug paraphernalia, and on at least one occasion an ambulance was called for one of the tenant's guests who had overdosed in the bathroom.

The landlord stated that they served the tenant with a warning letter on March 24, 2016. The landlord stated that the warning was in regard to the tenant and his guests creating disturbances and using drugs in the bathroom. The landlord stated that at no time did they question the tenant's own drug use.

The landlord stated that they have two other buildings that have rental units that would suit the tenant's activities better, but the tenant has consistently refused to move.

Tenant's Response

The tenant stated that they are allowed to have drugs and paraphernalia in their suites. The tenant acknowledged that he does "have some traffic" from friends and people coming to see him; however, the landlord gave him no notice of complaints about disturbances caused by his guests. The tenant denied dealing drugs and said he did nothing wrong. The tenant argued that the landlord had no documentary evidence to support their claim.

Analysis

I have reviewed all evidence and I find that the notice to end tenancy for cause dated June 22, 2016 is valid on the grounds that the tenant or the tenant's guests significantly interfered with or unreasonably disturbed other occupants; and the tenant has engaged in illegal activity that adversely affected the quiet enjoyment, security, safety or physical well-being of other occupants.

I found that the testimony of the landlord's agents was consistent, detailed and credible. Further, the tenant acknowledged having "traffic" coming to see him. The landlord was willing to relocate the tenant to an environment where he could carry on with his activities with less trouble, but the

tenant refused to consider this option. I find it is more likely than not that the tenant has been dealing drugs in his rental unit, and his guests or customers have been causing significant disturbances to the other occupants in the building. I therefore confirm the notice to end tenancy and dismiss the tenant's application.

I am satisfied that the notice to end tenancy for cause dated June 22, 2016 meets the requirements regarding form and content as set out in section 52 of the Act.

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. The landlord did not indicate whether the tenant had paid rent for the month of August 2016. Accordingly, I grant the landlord an order of possession effective August 31, 2016.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective August 31, 2016. The tenant must be served with the order of possession. Should the tenant 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: August 10, 2016

Residential Tenancy Branch