



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC RP RR

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, received at the Residential Tenancy Branch on July 14, 2016 (the "Application").

The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"): an order cancelling a 1 Month Notice to End Tenancy for Cause, dated July 5, 2016 (the "1 Month Notice"); an order requiring the Landlord to make repairs to the unit, site, or property; and an order permitting the Tenant to reduce rent for repairs, services, or facilities agreed upon but not provided.

The Landlord was represented at the hearing by D.S. The Tenant attended the hearing on his own behalf, and was assisted by his legal advocate, I.R. All parties giving evidence provided their solemn affirmation.

On behalf of the Landlord, D.S. acknowledged receipt of the Notice of a Dispute Resolution Hearing on July 15, 2016.

Both parties acknowledged receipt of the other party's documentary and digital evidence, although the Tenant's evidence was not submitted in accordance with Residential Tenancy Branch Rule of Procedure 3.14. However, when asked, D.S. did not object to it being considered.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Preliminary and Procedural Matters

Several orders are being sought by the Tenant, as outlined above. However, Residential Tenancy Branch Rule of Procedure 2.3 permits an arbitrator to exercise discretion to dismiss unrelated claims with or without leave to reapply. The most important issue in the Tenant's application was whether or not the tenancy will continue. Accordingly, I find it appropriate to exercise my discretion to dismiss all but the Tenant's application to cancel the 1 Month Notice, with leave to reapply at a later date.

Background and Evidence

A copy of the signed tenancy agreement was submitted into evidence by the Landlord. It confirms a month-to-month tenancy commenced in April 2006. D.S. testified that rent is currently \$497.00 per month. Rent is due on or before the first day of each month. At the beginning of the tenancy, the Tenant paid a security deposit in the amount of \$215.00.

D.S. provided oral testimony on behalf of the Landlord. He advised that the building has a rule requiring tenants to escort guests between the entrance and their rental unit. However, D.S. stated that video surveillance clips show the Tenant meeting guests at the front door but permitting them to leave building unaccompanied. He says this has resulted in the Tenant's guests wandering around the building, and that this presents a danger to the other tenants. Video surveillance evidence confirms multiple guests entering and exiting the Tenant's rental unit unaccompanied.

D.S. also provided evidence regarding an incident on February 16, 2016. He stated that the Tenant threw his building access fob to a guest from his fifth floor rental unit. He stated the Tenant's guest attended the Tenant's rental unit and stole some of the Tenant's belongings. D.S. stated the Tenant's guest escaped by using the fire escape, setting off alarms. A warning letter to the Tenant dated February 17, 2016, was submitted with the Landlord's evidence.

In addition, D.S. referred to an incident on July 1, 2016. He testified the Tenant's guest stole an elevator pad as he exited the Tenant's rental unit and the building. Video surveillance of this incident, submitted by the Landlord, shows a guest wearing a blue shirt leaving the Tenant's rental unit with what appears to be a drill in his hand. A blue elevator pad is visible in the elevator as he enters. Additional video surveillance evidence shows the guest leaving the building holding a large, folded pad.

According to D.S., the same guest returned the next day and damaged the elevator, although there is no documentary or digital evidence in support.

As a result of the above incidents, D.S. advised the Landlord issued the 1 Month Notice, which was served on the Tenant on July 5, 2016, by leaving a copy attached to the Tenant's door. The Tenant acknowledged receipt of the 1 Month Notice on that date.

In response to the Landlord's allegation that the building rules require tenants to escort guests into and out of the building, the Tenant and his advocate stated the Tenant is not aware of any rule requiring tenants to escort their guests out of the building. I.R. noted that a copy of the rules was not provided with the Landlord's documentary evidence.

I.R. also noted that the addendum to the tenancy agreement suggests guests are to be met at the building entrance, but does not include a requirement that tenants escort guests from their rental units to the exit.

The Tenant also provided oral testimony with respect to the incident on or about February 16, 2016. He says a guest did come to his rental unit and steal his laptop computer, but that he does not know how the guest exited the building. Although police have been involved following the incident, the computer has not been recovered.

Finally, in response to the incident on or about July 1, 2016, the Tenant testified that his guest returned the elevator pad the next day by placing it near the elevator in a milk crate.

Analysis

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

Section 49 of the *Act* permits a landlord to end a tenancy in the circumstances described therein. In this case, the Landlord has sought to end the tenancy on the bases that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord; has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord; or has put the Landlord's property at significant risk.

I am satisfied that the incidents of February 16 and July 1, 2016, described by the Landlord, sufficiently demonstrate a significant interference with or unreasonable

disruption of a lawful right of the Landlord, and have put the Landlord's property at significant risk.

Accordingly, the Tenant's Application is dismissed and the 1 Month Notice is upheld.

When a tenant's application to cancel a notice to end tenancy is dismissed, and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I issue an order of possession in favour of the Landlord. Having reviewed the 1 Month Notice, I find it complies with section 52 of the *Act*.

Accordingly, I grant the Landlord an order of possession, which will be effective two (2) days after service on the Tenant.

Conclusion

The Tenant's Application is dismissed.

By operation of section 55 of the *Act*, the Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: September 7, 2016

Residential Tenancy Branch

