



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Linda E. Ross Property Management Inc.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC, OLC

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant; her two support workers; and an agent for the landlord.

I note that Section 55 of the *Residential Tenancy Act (Act)* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Act*.

Should the tenant be unsuccessful in seeking to cancel the 1 Month Notice to End Tenancy for Cause it must also be decided if the landlord is entitled to an order of possession pursuant to Section 55(1) of the *Act*.

### Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on April 11, 2016 for a month to month tenancy beginning on April 1, 2016 for the monthly rent of \$450.00 due on the 1<sup>st</sup> of each month with a security deposit of \$212.50 paid.

The tenants submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause issued on July 28, 2016 with an effective vacancy date of August 31, 2016 citing there are an unreasonable number of occupants in a rental unit; 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 tenant has failed to comply with a material term, and has not corrected the situation

within a reasonable time after the landlord gives written notice to do so; and the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent.

The landlord submitted evidence and testimony regarding a number of disturbances involving the tenants including noise complaints and reports of fighting on May 23, 2016; June 16, 2016; and July 12, 2016. The landlord has also submitted copies of two warning letters sent to the tenants during this period.

The landlord submitted that the event that led to the landlord issuing the Notice was that a guest of the tenants had submitted a fraudulent document to the Ministry of Social Development and Social Innovation attempting to get shelter funds based on this tenancy.

The tenant did not disagree with any of the events that occurred involving noises and fighting but stated that there were other tenants and residents from the building who were involved in some of these events.

The tenant also stated that they were unaware that their friend who had stayed with them one night had approached the Ministry seeking shelter funds until they heard from the landlord. She state that they have been trying find out what to do about it and have approached the policy and the Ministry's investigation unit but no one seems to want to help them with the issue.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other reasons, one or more of the following applies:

- a) There are an unreasonable number of occupants in a rental unit;
- b) The tenant or a person permitted on the residential property by the tenant has
  - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- c) The tenant
  - i. Has failed to comply with a material term, and
  - ii. Has not corrected the situation within a reasonable time after the landlord gives written notice to do so; or
- d) The tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34.

Based on the submissions of both parties I find the landlord has established sufficient cause to end the tenancy based on the significant disturbance of other occupants. As such, I make no findings on the issues of unreasonable number of occupants; failure to comply with a material term; or the assignment or subletting of the rental unit.

Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord 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.

I find the 1 Month Notice to End Tenancy for Cause issued by the landlord on July 28, 2016 complies with the requirements set out in Section 52.

Section 55(1) of the *Act* states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed or the landlord's notice is upheld the landlord must be granted an order of possession if the notice complies with all the requirements of Section 52 of the *Act*.

### Conclusion

Based on the above, I dismiss the tenants' Application for Dispute Resolution in its entirety.

I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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: September 20, 2016

---

Residential Tenancy Branch