



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Langley Lions Senior Citizens Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This was a hearing with respect to the landlord's application for an order of possession pursuant to a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The landlord's representatives and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to a one month Notice to End Tenancy for cause dated July 21, 2016?

Background and Evidence

The rental unit is a one bedroom apartment in the landlord's senior citizens' housing complex in Langley. The tenancy began in June, 2016. The tenant pays a subsidized monthly rent of \$385.00.

The landlord's representative testified that the rental unit was rented to the tenant for her sole occupancy, however soon after the tenancy began her son moved into the rental unit and lives in the unit with the tenant. The tenant is 83 years old and her son more than 60 years old. After he moved into the rental unit the tenant's son became aggressive and argumentative; he has been abusive and confrontational towards the landlord's employees and towards the care-givers who provide daily home support to the tenant. The landlord's representative testified that the tenant's son was living with the tenant in other accommodation and was the cause of her eviction from her previous residence. The tenant then moved into a temporary respite home and lived there while arrangements were made for her to move into the subsidized rental unit. the landlord's representative testified that the tenant's son has insulted and threatened the landlord's staff commencing with the signing of the tenancy agreement. The landlord's

representative, Ms. J.D. has been the subject of abuse by the tenant's son. She said that recently the rental unit has been damaged; a window was broken and there are signs of alcohol abuse by the son living in the unit. The tenant's caregivers will no longer provide services to the tenant because they have been threatened and intimidated by the tenant's son. The landlord's representative testified that the landlord has assisted the tenant's home support workers by arranging for the landlord's staff to accompany them to the rental unit when they visit, but due to the presence of the tenant's son in the unit and due to his threatening behaviour towards the home support workers, they will no longer provide services to the tenant.

The tenant was personally served with a one month Notice to End Tenancy for cause dated July 21, 2016. The Notice to End Tenancy requires the tenant to move out of the rental unit by August 31, 2016. The reasons for the Notice to End Tenancy are that the tenant has allowed an unreasonable number of occupants in the rental unit and 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, jeopardized the health or safety of another occupant and has put the landlord's property at significant risk.

The tenant acknowledged that she was served with the Notice to End Tenancy. She did not apply to dispute the Notice to End Tenancy. The tenant denied that her son is living with her, but she did say at the hearing that he does not have his own residence. She said that her son is presently looking for another place for them to live together. The tenant said that her son was not the cause of the problems. She blamed the problems on a male employee who she said was responsible for the disputes with her son.

At the hearing the landlord requested an immediate order of possession pursuant to the Notice to End Tenancy. The landlord's representative said that the landlord has contacted other agencies, including the health authority to get them involved in the location of housing and support for the tenant. The landlord's representative said at the hearing that it may, in its discretion allow the tenant some additional time to move depending on the circumstances.

Analysis

Section 47(4) of the *Residential Tenancy Act* provides that a tenant may dispute a Notice to End Tenancy for cause by making an application for dispute resolution within 10 days after the date the tenant receives the Notice. If the tenant does not make an application within the prescribed time, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and must vacate the unit by that date.

The tenant did not dispute the Notice to End Tenancy. She blames the landlord for the conflicts with her son, but I accept the testimony of the landlord's representatives that the tenant's son has been a disruptive force since the beginning of the tenancy. The landlord has acted reluctantly to end the tenancy because the tenant has been intransigent in her refusal to acknowledge that her son's behaviour and his presence as an occupant in the rental unit must inevitably result in her eviction.

The tenant has not disputed the Notice to End Tenancy; she is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy. Accordingly I grant the landlord an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

Conclusion

The landlord's application has been allowed and an order of possession issued.

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: October 04, 2016

Residential Tenancy Branch