



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Kettle Friendship Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with an application by the tenant for an order cancelling the landlord's 1 Month Notice to End Tenancy dated August 19, 2016. The landlord made an oral request for an order of possession at the hearing. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Are the parties entitled to the requested orders?

Background and Evidence

This tenancy began on March 20, 2015. The rent is \$475.00 per month. The residential property is a supportive housing project operated by The Kettle Friendship Society in partnership with the City of Vancouver and the Province of BC. The building is three storeys and is comprised of 56 bachelor units of subsidized housing for people who are homeless and who may be dealing with mental health and/or addiction issues. The building is staffed 24 hours a day by mental health workers and maintenance and security workers. At the outset of their tenancies, the tenants are advised of their obligations which include regular suite inspections, strictly enforced pest control measures and a Good Neighbour Policy which includes no violence or criminal behaviour within the building.

On August 19, 2016 the landlord served the tenant with a 1 Month Notice to End Tenancy. The Notice indicated the following causes:

- The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- The tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- The tenant has engaged in an illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant and/or jeopardized a lawful right or interest of another occupant or the landlord.

At the hearing the landlord testified that the overarching issue with the tenant is his aggressive behaviour toward other occupants. The landlord testified that the tenant repeatedly and aggressively bums cigarettes off other occupants – often banging on their doors and yelling in the process and sometimes pushing his way into the rooms of other occupants. The landlord also testified that the tenant is trafficking in illicit street drugs in and around the building as well as using drugs in the hallways of the building. The landlord also testified that there have been noise complaints about the tenant's loud music.

In support of his testimony, the landlord submitted documentation in the form of warning letters, in house incident reports, complaint letters from other occupants and progress notes. These documents span the period from June 16, 2015 to August 18, 2016. The landlord filed this application for dispute resolution on August 24, 2016.

For his part, the tenant testified that all of the allegations made by the landlord are false except for the complaints about his music which he claims only occurred at the very start of his tenancy. The tenant testified that he only knocks on the doors of people on his floor because he was "trying to introduce [himself] to other tenants". In his defence the tenant also submitted five letters of support from other occupants of the building. The advocate for the tenant pointed out that some of the letters of support were from the same people who complained about him.

Analysis

When a landlord serves a tenant with a 1 Month Notice to End Tenancy for Cause and that Notice is disputed by the tenant, the burden falls to the landlord to prove, on a balance of probabilities, an allegation contained in the Notice. It is not necessary for the landlord to prove all the allegations contained in the Notice. Rather, if the landlord is successful in establishing just one of the allegations, the Notice will be upheld and the order of possession granted.

In the present case, I have heard evidence that almost since his arrival at the residential property the tenant has been engaging in behaviour that is disruptive and upsetting to other tenants. The landlord testified that he is concerned for the other tenants because "the people who live [in the building] want to get away from street life and the unsafety of that – they want peace in their units without harassment". The landlord further explained that the building is a "2nd stage building and is supposed to be a permanent home for those who live there rather than a temporary placement" and that the landlord "needs to bring peace to the building." The landlord expressed at the hearing that there is "no chance for fixing this" and that they had "tried to work with this tenant but it just doesn't stop".

I note that the tenant has been given six separate warning letters spanning the period from June 2015 to August 2016. I note that the tenant has also been given five verbal warnings. The landlord responded to the tenant's claim that some of his accusers have now given letters of support by saying that the tenant "has cajoled some of the tenants into supporting him now" but

that these letters do not change the fact of the tenant's "harassing behaviour". The landlord is not willing to give the tenant any more chances.

I note as well that in the course of the hearing, the tenant became increasingly agitated and aggressive and revealed to me the way he has been said to be behaving in the building when faced with the rules and warnings of the landlord. I am also not persuaded by the tenant's claim that he was knocking on doors just to "introduce [himself] to other tenants".

I thank the tenant's advocate for her strong effort on the tenant's behalf and it may well be that the tenant was not fully aware of the unhappiness he was causing other tenants even though he had been repeatedly warned, but after due consideration I find that the landlord has established, on balance, that the tenant has "significantly interfered with" and "unreasonably disturbed" other occupants of the building.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from the date of service. This order may be enforced in 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: November 14, 2016

Residential Tenancy Branch