



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord gave the following testimony. The tenancy began on or about January 1, 2011. Rent in the amount of \$1650.00 is payable in advance on the first day of each

month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$825.00 and a pet deposit of \$825.00. The landlord testified that they have received numerous verbal and written complaints about the tenant for roaming cats and dogs, excessive use of marijuana, yelling and screaming that disturbs other tenants and poor maintenance of the unit and greenery in contravention of the Strata bylaws. The landlord testified that the Strata have issued 10 bylaw fines as a result of the tenants' actions. The landlord testified that she personally served the tenant a One Month Notice to End Tenancy for Cause on July 4, 2016.

The landlord testified that she wished to assist the tenant and his family and found him another unit to occupy that would better suit his needs. The landlord testified that on September 1, 2016 she was surprised that the tenant had not moved as he did not dispute the notice. The landlord testified that the tenant was not able to secure the unit she had arranged and that he refused to move out. The landlord re-issued the notice on September 1, 2016 to remind the tenant that the tenancy had come to an end but would still be willing to find him alternative housing. The landlord testified that she wants the tenancy to end but would like to help the tenant.

The tenant gave the following testimony. The tenant testified that he thought he had disputed the July 4, 2016 notice to end tenancy in a separate hearing (849531). The tenant stated that the allegations are false and that his family is being discriminated against. The tenant testified that if someone had told him about these complaints he would have resolved them. The tenant testified that he would move if he could but he doesn't have the money to secure a new apartment. The tenant testified that he will correct any issues if the landlord allows him to stay.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties and witness PB, not all details of the respective submissions and arguments are

reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

I find that the tenant was served with a One Month Notice to End Tenancy for Cause on September 1, 2016. The file the tenant referred to and subsequent decision does not relate to the Notice before me today. This decision addresses the notice to end tenancy for cause dated September 1, 2016.

One Month Notice to End Tenancy for Cause

The landlord entered into written evidence a copy of his One Month Notice to End Tenancy for Cause. The landlord cited the following reasons for the issuance of the Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*

Tenant has engaged in illegal activity that has, or is likely to:

- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testified that the tenant signed the "Form K" Strata form to undertake to follow the rules of the Strata. The landlord submitted 10 bylaw infraction letters and fines to support their position.

The tenant initially stated that none of these issues occurred. The tenant later changed his testimony and stated that he wasn't aware of them. The tenant then changed his testimony again and asked that if he is given another chance he will abide by all of the

bylaws and change his ways. The tenants' testimony was contradictory and unreliable. I did not find the tenant's testimony to be compelling. In addition, I find that the landlord has provided sufficient evidence to support the issuance of the notice on all grounds.

Based on the above facts I find that the landlord is entitled to an order of possession pursuant to Section 55 of the Act. 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.

The One Month Notice to End Tenancy for Cause dated September 1, 2016 is confirmed, it is of full effect and force. The tenancy is terminated. The landlord advised that the tenant has paid this months' rent. Based on the circumstances before me, I find it appropriate to allow the tenant to remain in the unit until the end of the month. The Order of Possession will take effect at 1:00 on November 30, 2016.

Conclusion

The landlord is granted an order of possession.

The tenants' application is dismissed.

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 07, 2016

Residential Tenancy Branch