



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the two month Notice to End Tenancy dated October 18, 2016

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 2 month Notice to End Tenancy was served on the Tenant by mailing, by registered mail to where the Tenant resides on October 18, 2016. It was picked up by the Tenant on October 20, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on October 31, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated October 18, 2016?

### Background and Evidence

The tenancy began on March 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$750 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$375 at the start of the tenancy.

The landlord seeks to end the tenancy on the basis that it intends to convert the rental unit for use by a caretaker or manager based on the following:

- The owner has attempted to run the building without a resident manager but has received many complaints that are becoming more frequent.
- The rental property is located in a area where there is considerable problem with drugs and homelessness.
- The RCMP have been called to the rental property on numerous occasions.
- The laneway behind is known as “Drug Alley.”
- The front door of the building has had its lock broken six times in the last year.
- The owner has received numerous complaints from tenants regarding unwanted people in the rental property.
- The janitor has had to move people out from sleeping in hallway and storage areas.
- The rental unit is next to the front door and is the most suitable rental unit to ensure the safety of the building as it has sight lines to traffic coming and going.
- There are no other vacancies in the building. The tenant is currently on a month to month tenancy.

The tenant disputes the evidence presented. He denies there are people in the hallway. He does not want to leave the rental unit. He testified the rent for December was paid by the Ministry last welfare day. He also testified that his co-tenant passed away on November 2, 2016.

#### Grounds for Termination:

The Notice to End Tenancy relies on section 49 of the Residential Tenancy Act. That section provides as follows:

- The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property

#### Analysis:

After carefully considering all of the evidence I determined the landlord has established sufficient grounds to end the tenancy for the following reasons:

- I determined that the landlord has acted in “good faith” to resolve a serious problem facing the security of the building and the safety of other tenants in the rental unit.
- There is no suggestion the that the landlord has an ulterior motive.
- I determined the rental unit in question is the one best suited to be the resident manager’s suite.

- I determined that the landlord has a serious problem and he is acting reasonably to deal with the problem.

Determination and Orders:

As a result I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice. .

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession effective December 31, 2016.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: December 16, 2016

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Residential Tenancy Branch