



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction:

Both parties attended the hearing and gave sworn testimony. The landlord was represented by one of the managers who is hereinafter called 'the landlord'. I find that the One Month Notice to End a Residential Tenancy dated April 28, 2017 to be effective May 31, 2017 was served personally on the tenant on April 28, 2017. The landlord admitted personal service of the application for dispute resolution from the tenant. I find the documents were legally served pursuant to section 89 of the Act for the purposes of this hearing. The tenant applies to cancel a Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act).

Preliminary Issue:

The tenant had named the building manager as the landlord on his application. The landlord is a society and the representative requested I amend the name on the Decision and any Orders to the legal name of the landlord. The amendment was granted.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The hearing continued for 45 minutes, most of that time occupied with the tenant's explanations and submissions. It is undisputed that the tenancy began on September 1, 2014, the rent is \$375 a month and a security deposit of \$375 was paid. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- a) The tenant engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical wellbeing of another occupant or the landlord.

The landlord is a supportive housing society that supports residents with drug and mental health related issues. They provided a number of incident reports detailing the behaviour of the tenant which was adversely affecting the quiet enjoyment, security, safety or physical well being of other tenants or the landlord. On April 22, 2017 there

was a verbal and physical assault involving police, on March 14, 2017, a verbal threat involving police, on February 25, 2017 there was a physical escalation/assault and on January 8, 2017 there was report of a physical escalation involving contact or assault. In 2016, a number of warning letters were sent to the tenant regarding throwing items off the balcony, peering into windows, having excessive noise and letting in unwelcome guests. The landlord summarized the situation by stating that due to continuous verbal abuse and threats, combined with physical assault on staff, [they] do not feel [they] can house [this tenant] any further. They said they have discussed options with him for treatment and possibly returning to this housing but he was not cooperative.

The tenant said the landlord is lying. He said the incident reports are exaggerated and he did not do all these things. He agrees he had some problems for he has a mental disability and sometimes the drugs make him impulsive so he does not act caringly and lovingly to others. He said he appreciates staff in the supportive housing but they are exaggerating. He agrees Police had to be called a number of times but he was on a drug at the time and maybe he was volatile but he did nothing wrong. He said he goes to church and calls his parents every week and currently he has been clean 4 weeks. He noted he has worked for periods of time whereas many in the housing do not. He hopes to go to Treatment and maybe get a good job. He said he did not mean to get physical with staff and he did not actually strike anyone. He related one incident from his perspective. He said a resident had a woman going to the breakfast program with him and she spoke to him (this tenant) as if he was a child and it escalated. The Police had to be called, they were taking him to the Common room, he fell and they put him in cuffs and took him to hospital. He feels he has done nothing illegal nor jeopardized anyone. He pointed out that this woman should not have been in an intimate relationship with the man taking her to breakfast. He agrees there were other incidents but says if he stays off meth and do the treatment, he will be alright.

I told him that the weight of the evidence suggested the landlord would be obtaining an Order of Possession and they could possibly negotiate now for a convenient date considering treatment and his need for continual housing. However, he became very agitated and verbally abusive to me and refused to negotiate. He asked how he might object and proceed further and I told him of the Review Procedure. The landlord offered to help him apply for a Review if that was what he wanted. The landlord said if they obtain an Order of Possession, they would like it effective June 30, 2017. She said they would work with another agency that supports the tenant to arrange dates for his other options so the tenant would not be homeless.

Analysis:

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside. However, I find the weight of the evidence is that the landlord has good cause to end this tenancy. I find the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical wellbeing of another occupant or the landlord.

The tenant said he had done nothing illegal. I find the landlord's evidence credible and it is well supported by incident reports from staff with dates and details of each incident. I find the tenant's verbal and physical assaults on the staff and other occupants are illegal actions and they are adversely affecting the quiet enjoyment, security, safety and well being of other residents and the staff of the landlord. I find the tenant's behaviour has resulted in the Police being engaged numerous times; the fact that the Police advised the staff to stay in the office during one incident for their own safety indicates the Police did not take his behaviour lightly. Whether or not this behaviour is the result of drugs as the tenant states, I find it is alarming to staff and other residents.

I therefore dismiss the tenant's application to cancel the Notice to End the Tenancy. Section 55(1) (a) provides that the arbitrator must grant an order of possession of the rental unit where an arbitrator has dismissed the tenant's application and has upheld the Notice. As a result I grant the landlord an Order for Possession.

Conclusion:

I grant the landlord an Order for Possession effective June 30, 2017 as requested. 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.

I dismiss the tenant's application. No filing fee was paid.

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: June 21, 2017

Residential Tenancy Branch