



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) issued on May 10, 2017.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

In a case where a tenant has applied to cancel a notice for cause Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The tenancy commenced approximately 7 years earlier. Rent in the amount of \$650.00 was payable on the first of each month. A security deposit of \$325.00 was paid by the tenant.

The parties agree that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on June 10, 2017. That date is earlier than the Act allows and automatically corrects to June 30, 2017, pursuant to section 53 of the Act.

The reason stated in the notice to end tenancy was that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.

The landlord testified that they have been ongoing problems with the tenant and their boyfriend since December 2016.

The landlord testified that in February 2017, the tenant or their guest was intoxicated, fighting and beer bottles were thrown off the deck.

The landlord testified that on April 13, 2017, there was a massive party at the tenants unit, which unreasonably disturbed the other occupants.

The landlord stated there was fighting and the police attended. The landlord stated both the tenant and their guest were covered in blood.

The landlord testified that on April 14, 2017, they had the tenant attend their office and gave the tenant a final warning, in writing, which was signed by the tenant. Filed in evidence is a copy of the warning letter.

The landlord testified that on April 14, 2017, the tenant was later intoxicated and was yelling at other occupants in the building. The landlord stated this resulted in the tenant being arrested.

The landlord testified that on May 6, 2017, they received further complaints of the tenant and their boyfriend fight. The landlord stated they no longer want the tenancy to continue, as the problems are continuing even after the Notice was issued.

The tenant testified that they have stopped drinking. The tenant does not deny that on April 13, 2017, they were fighting with their boyfriend and the police attended.

The tenant acknowledged they received the written warning on April 14, 2017. The tenant stated that on that day they were yelling for their dog as it had gotten off the

balcony. The tenant stated that one of the other occupants told her to stop yelling and go look for it. The tenant stated they were arrested; however, they were not intoxicated.

The tenant does not deny there were more arguments and fighting in May 2017.

Analysis

Based on the above, the testimony, and evidence, on a balance of probabilities, I find as follows:

After considering all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.

The police attend the rental premises on April 13, 2017, as the tenant and their boyfriend were fighting; this unreasonably disturbed the other occupants.

On April 14, 2017, the tenant was given a written warning. Later the same day the tenant was arrested for yelling at other occupants and being intoxicated. Whether the tenant was intoxicated that is not necessary for me to determine, I am satisfied that the tenant's yelling unreasonably disturbed another occupant.

On May 6, 2017, further complaints of yelling and fighting were received from other occupants the tenant did not deny this.

Based on the above, I find the landlord has proven the Notice.

Therefore, I dismiss the tenant's application to cancel the Notice. The tenancy will end on June 30, 2017, in accordance with the Act.

Section 55(1) of the Act states: Order of possession for the landlord

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

As I have dismissed the tenant's application and the Notice complies with section 52 of the Act. I find that the landlord is entitled to an order of possession effective **June 30, 2017, at 1:00 P.M.**

This order must be served on the tenant and may be filed in the Supreme Court.

Conclusion

The tenant's application to cancel the Notice is dismissed. The landlord is granted an order of possession.

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 29, 2017

Residential Tenancy Branch