



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAIN-CITY HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This reconvened hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for: cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("the 1 Month Notice") pursuant to section 47. The prior hearing date was adjourned at the request of the landlord.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The tenant and his advocate confirmed receipt of the landlord's evidence submitted for this hearing.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled or is the landlord entitled to an Order of Possession?

Background and Evidence

This tenancy began May 1, 2010 and has continued on a month to month basis. A copy of the residential tenancy agreement was submitted as evidence for this hearing by the landlord. The landlord issued a 1 Month Notice to End Tenancy for Cause on April 28, 2017. The landlord requested an Order of Possession if the tenant was unsuccessful in his application.

The landlord's representatives both testified at this hearing. Both parties indicated they had first-hand knowledge of the ongoing issues with respect to this tenancy. Landlord A testified that there has been years of complaints by the tenant's neighbours with respect to noise. The landlords testified that, while they have attempted to work with the tenant

to address the neighbour's complaints, the issues have continued. Landlord E testified that she has had complaints as recently as 2 weeks prior to this hearing.

Landlord E testified that the tenant's neighbours have grown increasingly impatient and have expressed dissatisfaction that their complaints about the tenant have not been addressed. Landlord E also testified that, in the past several months, there has been some violent behaviour by the tenant that has escalated their concerns and caused the landlords to provide a 1 Month Notice to End Tenancy for Cause. The landlords rely on the grounds that,

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

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord.*

At this hearing, the tenant acknowledged his behaviour and explained that he is taking steps to improve. He submitted that he has improved significantly since the issuance of this Notice to End Tenancy. He submitted that he should be given an opportunity to show that he can improve and reside in harmony with his neighbours.

The representatives for the landlord referred to their documentary materials submitted for this hearing that included;

- a letter from the landlord to the tenant dated April 28, 2017 advising the tenant that they require him to vacate the residence;
- a statement from a staff member at the housing facility that describes the tenant shouting slurs and profanities, threatening him physically and spitting in his face;
- copy of a final warning letter from November 30, 2015;
- copy of a final warning letter from March 16, 2017;
- a list of recent documented incidents involving irreverent and harassing behaviour witnessed or experienced by staff; and
- copy of a hand-written noise complaint from another rental unit.

The statement from the threatened staff member indicated that the incident with the tenant was not isolated and that the tenant's violent, aggressive behaviour has continued. Landlord E also discussed incidents where the tenant threatened a staff member or herself in an inappropriate manner. Landlord E also testified that the tenant has been given both verbal and written warnings regarding the noise from his unit and

his unacceptable behaviour. She testified that, in a recent attempt to discuss and address the tenant's behaviour, he became violent. While more detail of the tenant's behaviour was provided in the documentation and in testimony, I find it is unnecessary to reproduce it in its entirety here.

Analysis

When a tenant makes an application to cancel a notice to end tenancy, the burden falls to the landlord to justify the grounds to end the tenancy and the validity of the notice. On issuing a 1 Month Notice to End Tenancy for Cause on April 28, 2017, the landlord claimed that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord or that the tenant seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

I find that the landlord provided sufficient evidence to support the claim on the 1 Month Notice that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord. I find it unnecessary to reproduce all of the details of the behaviour of the tenant. I note that the tenant did not dispute the behaviour described. I find that the landlord (including landlord E and the staff at the residential rental premises) have been significantly interfered with in that the tenant has been both threatening and violent. I accept the testimony of the landlord's representatives, generally undisputed by the tenant, that the tenant's behaviour escalates to violence on a regular basis as a result of the consumption of alcohol.

I accept the testimony of Landlord E and Landlord A that the tenant has caused a significant disturbance to his neighbours with his noise level and agitated behaviour. However, I also accept that the landlords have attempted to resolve those issues without resorting to ending the tenancy. I find that, given the evidence before me, there are grounds upon which the landlord can rely to end the tenancy and that the landlords are prudent to do so, based on all of the circumstances provided at this hearing.

Based on the evidence before me, I find that the landlord has shown sufficient grounds to validate the 1 Month Notice and obtain an end to this tenancy. I dismiss the tenant's application to cancel the Notice and I grant the landlord an Order of Possession with respect to this rental unit. I note that the landlords have advised they will assist the tenant in seeking other accommodations although they are not required to do so.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of 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: September 7, 2017

Residential Tenancy Branch