



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNSHINE COAST COMMUNITY SERVICES SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC

Introduction

On July 21, 2017, the Tenant submitted an Application for Dispute Resolution asking for more time to make an application to cancel a 1 Month Notice to End Tenancy for Cause dated July 12, 2017, ("the 1 Month Notice").

The Landlord and Tenant appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me. Both parties confirmed that they exchanged the documentary evidence I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Does the Landlord have cause to end the tenancy?

Background and Evidence

Both parties testified that the tenancy commenced in March 2016. Rent in the amount of \$700.00 is due by the first day of each month. The Tenant paid a security deposit of \$350.00 to the Landlord.

The Tenant testified that his rental unit is an approximately 400 square foot bachelor apartment.

The Landlord testified that the rental building is a place where people with mental illness live. He testified that the Tenants are very vulnerable to stress and need to feel safe.

The Landlord testified that the occupants of the rental property do not feel safe because he has received complaints from them regarding the Tenant playing loud music, banging on doors, fighting, and engaging in verbal assaults.

The Landlord also testified that the rental property is designated as drug free housing. The Landlord testified that the Tenant entered into a tenancy agreement that contains a term regarding crime free housing. The agreement states that the Tenant will not engage in any drug related criminal activity or any other criminal activity that threatens the health safety or welfare of the Landlord or other Tenants. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that after the Tenant was removed from the rental property by the police the Landlord entered the Tenant's unit 24 hours later and found the stove element on with two knives on the element. The Landlord testified that the knives were being used for "hot knifing" marijuana.

The Landlord provided a copy of a letter sent to the Tenant dated April 25, 2017, that indicates the Landlord found the stove on, marijuana in the apartment, and a box of needles under the sink. The Landlord provided a number of photographs taken from inside the Tenants unit showing the knives in the stove and other drug paraphernalia.

The Landlord also provided a copy of a housing agreement dated May 23, 2017, where the Tenant agreed to no illicit drug use in his apartment.

The Landlord provided a copy of a letter sent to the Tenant dated June 8, 2017, indicating that he observed hot knives in the element again and that the Landlord was considering eviction.

The Landlord testified that there has been illegal drug use in the Tenant's rental unit that resulted in a drug overdose.

The Landlord provided a document indicating there was a drug overdose in the Tenant's rental unit on August, 2017. The document indicates that the police attended and a police file number is provided.

The Landlord also testified that the Tenant was arrested for uttering threats.

The Landlord testified that the Tenant presents a safety issue for the other Tenants and that he is not a good fit to live at the rental property. He testified that he cannot accept the behaviour of the Tenant.

The Landlord served a 1 Month Notice To End Tenancy For Cause to the Tenant in person on July 13, 2017.

The Landlord selected the following reason for ending the tenancy within the 1 Month Notice:

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
- Put the Landlord's property at significant risk

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
- Jeopardize a lawful right or interest of another occupant or the Landlord

In response to the Landlord's testimony, the Tenant testified that there were two overdoses that occurred in his unit, and he submitted that he did know that his guests were using heroin. He testified that he prefers marijuana.

The Tenant testified that when the police took him away he did not have an opportunity to stove, and he stated that he could not contact anyone to turn off the stove.

The Tenant acknowledged that he signed an agreement to not use drugs on the property; however, he submitted that his mental illness has impacted his ability to follow the agreement. He testified that he has a chemical dependency.

The Tenant testified that he has changed his ways and there is no longer a problem with uninvited guests. He testified that he has had a problem being assertive with his guests. He testified that he is no longer engaging in the behaviour.

The Tenant provided a letter from his doctor dated September 15, 2017 that indicates the Tenant has schizophrenia. The Tenant testified that if he is evicted he will be living on the street.

The Tenant testified that the people who were yelling were not his guests. He testified that he changed his brand of speakers and that other residents are not afraid to knock on his door when the music is too loud.

The Tenant testified that he feels the Landlord is targeting him, because he has smelled marijuana use from other residents.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that a reason to end the tenancy in the Notice is valid. Based on the evidence and testimony before me, I make the following findings:

I find that the Tenant entered into a tenancy agreement that stipulates that the rental property is designated as drug free housing. In addition the Tenant signed another agreement to not use illicit drugs use in his apartment.

I find that the Tenant has engaged in illegal activity by using illicit drugs in his rental unit. I also find that the Tenant is responsible for the illicit drug use by others in his rental unit. I do not accept the Tenant's submission that he was not aware of drug use activity in his rental unit that resulted in two overdoses. Even if the Tenant was not present when the drugs were taken, I find the Tenant is responsible for the actions of his guests.

I find that the Tenant or a person permitted on the property by the Tenant has engaged in illegal activity that has adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord and has jeopardize a lawful right or interest of another occupant or the Landlord.

The Tenant's application to cancel the 1 Month Notice is dismissed. The tenancy is ending.

Since I am ending the tenancy for above reasons, there is no need to consider the other reasons within the 1 Month Notice To End Tenancy For Cause.

Under section 55 of the Act, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the 1 Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession on the effective date within the 1 Month Notice. Since the effective date of the Notice has passed, the Landlord is entitled to an order of possession effective two (2) days after service on the Tenant.

The Landlord is granted an order of possession effective two (2) days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant's application to cancel the 1 Month Notice To End Tenancy For Cause dated July 12, 2017, is dismissed.

The Landlord is granted an order of possession effective two (2) days, after service on the Tenant.

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: October 4, 2017

Residential Tenancy Branch