



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47.

The landlord's representatives, the tenant and the tenant's male friend R.L., who acted as the tenant's advocate, attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. K.B. (the landlord) stated that they would be speaking on behalf of the landlord and R.L. stated that they would be speaking on behalf of the tenant.

R.L. (the advocate) testified that they personally served B.F. (the building manager) with the Tenant's Application for Dispute Resolution (the Application) on August 29, 2017. The landlord confirmed that they received the Application on this date. In accordance with section 89 of the *Act*, I find the landlord was duly served with the tenant's Application on August 29, 2017.

The advocate confirmed that the tenant received the One Month Notice. In accordance with section 88 of the *Act*, I find the tenant was duly served with the One Month Notice.

The landlord testified that they served the tenant with their evidence by putting it in the mail slot for the rental unit on September 22, 2017. The advocate confirmed that the tenant received this evidence. In accordance with section 88 of the *Act*, I find the tenant was duly served with the landlord's evidence.

The advocate confirmed that the tenant did not submit any evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the One Month Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, including witness letters and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The landlord provided written evidence that this tenancy commenced on December 01, 2013, with a monthly rent of \$600.00, due on the first day of each month. The landlord confirmed, as per the tenancy agreement, that the landlord currently retains a security deposit of \$300.00, in trust. The landlord provided two Notice of Rent Increase forms that show the monthly rent increased to \$653.00. The landlord confirmed this to be true.

A copy of the landlord's July 28, 2017, One Month Notice was entered into evidence. In the One Month Notice, requiring the tenant to end this tenancy by August 31, 2017, the landlord cited the following reasons for the issuance of the One Month Notice:

Tenant has allowed an unreasonable number of occupants in the unit

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

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*

Tenant has engaged in illegal activity that has, or is likely to:

- *damage the landlord's property*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*

Tenant has assigned or sublet the rental unit without the landlord's consent

The landlord entered into written evidence five letters from five different tenants who live in the same building as the rental unit in question. The content of these letters includes issues with screaming, fighting with previous male friend and R.L., loud banging, doors slamming, various people coming and going from the unit at all hours of the night and police involvement with the tenant regarding her removal from the building for a night.

The landlord included a handwritten note on one of the complaint letters that the landlord gave a verbal warning to the tenant about one of the disturbances on January 11, 2014.

The landlord provided a letter which was given to the tenant about having extra occupants in the unit.

The landlord provided a letter from the building manager to the tenant, dated November 09, 2016, regarding noise and traffic coming from the unit at all hours of the day and night, complaints in regards to noise and people bothering other tenants to let them in the building to go to the tenant's unit. The letter mentions that the building manager has spoken to the tenant and R.L. about these issues but that they are still continuing.

The landlord entered into written evidence a copy of a July 28, 2014, letter from the previous property manager to the tenant outlining the landlord's concerns regarding additional occupants in the unit. This letter also refers to the conduct of the tenant and the tenant's guests on July 23, 2014, regarding a late night yelling match with a friend, which the landlord maintained had disturbed other tenants in the building.

The landlord testified that a One Month Notice was given to the tenant due to noise complaints as provided in the written evidence.

The advocate disputed that the tenant received noise complaints and testified that the landlord has never spoken to the tenant about the tenant's behaviour.

The building manager testified that the tenant never answers the door, but that the landlords have left letters about the complaints with the tenant and have given three verbal warnings to the tenant.

The advocate testified that they cannot speak to whether the tenant opens the door but maintains that they have never had a warning about the noise. The advocate testified that the reasons for the eviction are only the opinions of the landlord and the tenant has

never had a sublet. The advocate testified that he lives in the rental unit but does not pay rent.

The building manager testified that the tenant was not in the rental unit for two months around the period of December 2016 to January 2017 and a letter was given to the tenant instructing the friend to apply for tenancy, which was declined.

The advocate stated that the tenant checked into a residential care facility for during this time period of December 2016 to January 2017.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy if the tenant unreasonably disturbs another occupant or the landlord.

I have reviewed all documentary evidence. I find that, based on the landlord's written evidence and testimony as well as the balance of probabilities, the tenant has unreasonably disturbed the landlord and other occupants in the building where the rental unit is located, which has at times resulted in the involvement of the police.

I find that the letter from the building manager, dated November 09, 2016, states that the landlord can hear "noise and traffic coming from the rental unit at all hours of the day and night. I can hear everything from my place and I don't appreciate being woken up all the time. I have also had several complaints regarding the noise and people bothering other tenants to let them in the building to go to your unit." The building manager goes on to say in the letter that she has spoken with the tenant and R.L., yet the behaviour continues and that this letter was the tenant's last warning.

I further find that, despite this last warning from the landlord, three different tenants wrote letters to the landlord about the tenant's recent behaviour in July of 2017. These letters describe the same behaviour that was occurring in 2016 regarding doors slamming all night, people yelling and people who are coming and going from the rental unit in question, hanging outside of the balcony of the rental unit yelling for access to the building or waiting at the door of the building for someone to let them enter.

I find that the witness letters from other tenants in the building, as well as the letters from the landlord to the tenant, demonstrate that this has been a pattern of behaviour since the landlord's verbal warning to the tenant in 2014. I find that this behaviour has been repeatedly addressed with the tenant and has not been corrected.

I find the landlord had sufficient grounds to issue the One Month Notice and to end this tenancy for cause. For this reason the Tenant's application to set aside the One Month Notice is dismissed.

Section 55(1) of the *Residential Tenancy Act* provides that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession. For these reasons, I grant a two day Order of Possession to the landlord.

Conclusion

I dismiss the tenant's application to cancel the landlord's One Month Notice.

I grant an Order of Possession to the landlord **effective two days after service of this Order** on the tenant. Should the tenant or anyone on the premises 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: October 04, 2017

Residential Tenancy Branch