



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This is the Tenant's Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause issued September 13, 2017 (the "Notice").

Both parties attended the Hearing and gave affirmed testimony. At the outset of the Hearing, the Tenant stated that she is hard of hearing. Therefore the Landlord's agent and I spoke slowly and loudly during the teleconference. The Tenant acknowledged that she could hear us.

It was determined that the Tenant handed the Notice of Hearing documents to the Landlord's agent. The Tenant and the Landlord's agent were not certain what day the documents were served, but the Landlord stated that it was within a few days of the date that the Application was made.

The Landlord's agent testified that she served the Tenant with the Landlord's documentary evidence by hand on October 3, 2017. The Tenant acknowledged service in this manner.

Issue(s) to be Decided

Should the Notice be cancelled?

Background and Evidence

The Tenant was not certain what date she received the Notice. The Landlord's agent testified that she posted the Notice to the Tenant's door on September 13, 2017. The Tenant stated that it was possible that she found the Notice on or about that date.

Pursuant to the provisions of Section 90 of the Act, I find that the Tenant is deemed to have been served with the Notice on September 16, 2017, three days after the Landlord posted the document to her door.

The Landlord's agent DN gave the following testimony:

DN testified that the Tenant moved into the rental unit with her husband in January, 2015. She stated that the Tenant was a really good tenant at the beginning of the tenancy and that there were no issues with the tenancy. However, within the last year, after the Tenant's husband moved out, the Tenant's daughter "Caroline" was "always" at the rental unit. DN stated that she was not sure if Caroline was living in the rental unit, but that Caroline and her boyfriend and various other friends of hers were often there overnight.

DN stated that Caroline is a "substance abuser" who fights with her boyfriend late into the night and shouts at her mother, the Tenant. DN testified that other occupants in the rental property were complaining that they could not sleep because of loud arguments and fights that occurred at "1, 2, 3 in the morning". Starting in December 2016, the Landlord's agent started receiving multiple complaints and issued multiple warning notices to the Tenant.

DN stated that Caroline is often aggressive towards other occupants in the building, in particular a tenant who lives directly underneath the Tenant. DN stated that Caroline and her friends also display violent behaviour towards and threaten others in the building.

DN testified that as late as two weeks ago DN received another complaint about Caroline and the late night disturbances.

DN stated that she has a responsibility to all of the tenants in the building and that she must evict the Tenant to protect the other occupants' rights.

The Landlord provided copies of complaints in evidence, along with copies of warning notices to the Tenant.

The Tenant gave the following testimony:

The Tenant testified that she “issued a warrant for Caroline’s arrest” and that Caroline was going to be incarcerated. The Tenant stated that she did this “two days ago”.

The Tenant stated that the side door is “never locked” and that people get into the building through that door, without the Tenant’s assistance.

The Tenant did not deny that Caroline shouts up to the Tenant’s window at 1 or 2 in the morning, and that Caroline demands that the Tenant let her in.

Analysis

When a tenant seeks to cancel a notice to end tenancy, the onus is on the landlord to show that the tenancy should end for the reason(s) indicated on the notice.

In this case, the Notice provides the following reasons for ending the tenancy:

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

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.

I find that there is insufficient evidence that the Tenant engaged in illegal activity, and therefore that reason for ending the tenancy is unfounded. However, based on the oral testimony of both parties and the Landlord’s documentary evidence, I find that the Landlord has provided sufficient evidence that a person permitted on the property by the Tenant (her daughter) has significantly interfered with and unreasonably disturbed other occupants in the rental property. I also find that the Landlord provided numerous warnings to the Tenant that her daughter’s behaviour was disturbing other occupants. Tenants are responsible for the actions of their guests as well as their own actions.

I dismiss the Tenant’s application to cancel the Notice. I find that it is a valid notice to end the tenancy effective October 31, 2017. Pursuant to the provisions of Section 55 of the Act, I hereby provide the Landlord with an Order of Possession.

Conclusion

The Landlord is hereby provided with an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be enforced through 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: November 22, 2017

Residential Tenancy Branch