



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRANBROOK SOCIETY FOR COMMUNITY LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, MT

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for additional time to do so. Both parties attended the hearing and had opportunity to be heard.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Although the applicant applied for an extension of time in which to dispute the notice to end tenancy, because she applied within ten days of receiving the notice, I find that an extension of time is unnecessary as she cannot be said to have filed beyond the statutorily prescribed timeframe, which is based on receipt of the decision or order.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in January 2017. The rental unit is an apartment located in a building that houses people with diverse abilities. On September 12, 2017, the landlord served the tenant with a one-month notice to end tenancy for cause.

The notice to end tenancy alleges that the tenant has significantly interfered with or unreasonably disturbed another occupant, seriously jeopardized the health or safety or lawful right of another occupant, has put the landlord's property at significant risk, has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant and has jeopardized a lawful right or interest of another occupant.

The landlord filed a copy of a letter to the tenant dated September 13, 2017, which referenced two incidents that had occurred on May 05, 2017 and September 11, 2017. Both incidents involved the police.

The landlord stated that during the incident on May 05, 2017, the screams of the female tenant were heard by a neighbor who called the police. The police were denied entry by the tenant and were granted access to the rental unit by the resident building manager. The male tenant was arrested that day.

The letter dated September 13, 2017 informed the tenant that she was given a warning letter after the incident on May 05, 2017 and was put on notice that another such incident would result in the end of tenancy.

The letter also described the second incident that occurred on September 11, 2017 which also involved the police. The landlord stated that the incident involved family violence that started inside the rental unit and spilt out into the common area. The landlord testified that this incident was witnessed by other residents who reported that they now feared for their safety.

The tenant testified that the male tenant has issues with liquor addiction and was prohibited from consuming it. The tenant stated that on May 05, 2017, the male tenant was practicing new moves that he learnt from Karate classes, which involved phone books. The tenant agreed that there was a lot of noise and that the male tenant had consumed alcohol. A neighbor called police but the tenant did not allow the police in because the male tenant was in violation of the alcohol ban. The resident manager let police in. The male tenant was arrested and released a couple of days later.

The tenant described the second incident as an argument between the two tenants that was fueled by alcohol. The tenant stated that the male tenant pushed her out the door into the common area. A neighbor who witnessed the commotion called the police. The female tenant left the apartment. The police did not attend on the day of the incident but did so on the following day when they arrested the male tenant.

The tenant stated that on October 22, 2017, the male tenant enrolled in a 12 step program to combat alcoholism and has been sober as of that date. In addition the tenants have also started couple counselling and have had no problems since then.

The landlord stated that the male tenant did have an argument with another resident a few days prior to the hearing.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has significantly interfered with or unreasonably disturbed another occupant, seriously jeopardized the health or safety or lawful right of another occupant, has put the landlord's property at significant risk, has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant and has jeopardized a lawful right or interest of another occupant.

Based on all the evidence before me, I accept that the tenant behaved in an inappropriate manner on May 05, 2017 and on September 11, 2017. From the evidence and testimony of both parties, it appears that the tenant is taking steps to ensure that this pattern of behaviour does not occur in the future.

While I accept that the tenant behaved badly, I am not satisfied that the actions of the tenant justify bringing this tenancy to an end. I therefore allow the tenant's application and set aside the landlord's notice to end tenancy dated September 12, 2017. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from giving the landlord and other occupants of the residential complex, reason to complain. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: December 07, 2017

Residential Tenancy Branch