



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS SENIOR CITIZENS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC CNC OLC

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for cause pursuant to section 55.

The tenant requested:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties confirmed receipt of each other’s applications for dispute resolution hearing package (“Applications”) and evidence. In accordance with sections 88 and 89 of the *Act*, I find that both the landlord and tenant were duly served with the Applications and evidence.

The tenant confirmed receipt of the 1 Month Notice, dated December 27, 2017. Accordingly, I find that the 1 Month Notice was served to the tenant in accordance with section 88 of the *Act*.

Issues

Should the landlord’s 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

This month-to-month tenancy began in July of 2013, with monthly rent currently set at \$775.00 per month, payable on the first of each month. The tenant's rent in the amount of \$455.00 per month is subsidized by the landlord, and the landlord is responsible for the remaining portion of the monthly rent. The tenant continues to reside in the rental suite.

The landlord submitted the notice to end tenancy providing three grounds:

1. The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
2. The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
3. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to jeopardize the lawful right of another occupant or the landlord.

The landlord issued the tenant a 1 Month Notice to End Tenancy for Cause following an incident that took place on December 26, 2017 where the tenant was intoxicated and acted aggressively and in a threatening manner towards the landlord's security guard who attended to the tenant's unit after receiving phone calls about the tenant's behaviour. The security guard attended at 2:00 a.m. and 4:38 a.m., both times where the tenant was acting in a violent and threatening manner towards the security guard.

The landlord testified that there is video footage and an incident report documenting the events that took place that day, and the police were called even though no charges were ever laid. The tenant does not dispute that this incident took place, but stated that he was upset that he was being videotaped.

The landlord testified that the tenant had a history of similar behaviour which involved public intoxication outside of the tenant's unit. The landlord submitted in evidence warning letters and incident reports. The tenant was given a warning letter dated December 2, 2016 that his behaviour could result in a Notice to End Tenancy. The landlord testified that this behaviour has become an issue, despite repeated attempts by the landlord to address the behaviour with the tenant.

The tenant disputes the landlord's claims and notice to end tenancy, stating that there are no specific witness statements or testimony as to who has been disturbed by the tenant.

Analysis

Section 47 of the *Residential Tenancy Act* allows the landlord to end a tenancy for cause:

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies...*

(d) the tenant or a person permitted on the residential property by the tenant has...

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(e) *the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that...*

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

I accept the landlord's testimony that the tenant has repeatedly engaged in behaviour that has significantly interfered with or unreasonably disturbed another occupant of the landlord. I find that it was undisputed by the tenant that the tenant is repeatedly intoxicated outside his rental unit, despite being warned that his aggressive behaviour could result in a Notice to End Tenancy. I find that the tenant failed to address the landlord's concerns that these incidents are of a serious nature, and I find that the landlord has documented that these incidents have taken place over a long period of time despite the landlord's efforts to address the matter with the tenant in a manner that would not result in the end of this tenancy.

I find that the landlord has provided sufficient evidence to demonstrate that the tenant had seriously interfered with and unreasonably disturbed other occupants and the landlord. Accordingly, I dismiss the tenant's application to cancel the 1 Month Notice, and I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

As I find that the tenant has not provided sufficient evidence to support how the landlord had failed to comply with the *Act* and tenancy agreement, I dismiss the tenant's application for the landlord to comply with the *Act*.

Conclusion

I dismiss the tenant's entire application for dispute resolution.

I find that the landlord's 1 Month Notice is valid and effective as of January 31, 2018. I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant 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: February 28, 2018

Residential Tenancy Branch