



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated March 29, 2018

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenant on March 29, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the tenant was personally served on the landlord on April 9, 2018. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated March 29, 2018?

Background and Evidence:

The tenancy began on approximately 7 years ago. The present rent is \$600 per month payable in advance on the first day of each month. The tenant paid a security deposit but she could not remember how much she paid.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- 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:
 - damage the landlord's property
 - 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
- Tenant has caused extraordinary damage to the unit/site or property/park

The landlord seeks to end the tenancy based on a swarming incident that occurred on March 21, 2018. The tenant was involved with a dispute with the daughter and boyfriend of another tenant. The tenant gave evidence that she was threatened by the boyfriend who had a knife. Shortly after she returned home the tenant's extended family arrived and confronted and threatened the other tenant. During the incident one member of the tenant's extended family took out a long bar and broke a window of the rental unit of the other tenant.. The other tenant and her you children were traumatized by the incident. The police were called and 6 police cars arrived. Members of the tenant's extended family were taken into custody.

The tenant's gave the following evidence:

- She is a victim of this incident and it is not fair that she is being evicted.
- She got into a confrontation with the other tenant's daughter and boyfriend at a park. The boyfriend had a knife and threatened her and her children.
- She testified she has four young children. A cousin was with them who is autistic.
- The tenant denies calling her family. She testified the cousin called although he did not give evidence.
- The incidence happened very quickly. Her children were terrified by the threats giving by the boyfriend. She testified it is her understanding that the boyfriend will be charged with threatening.
- She denies that her extended family were arrested at the time. However, she testified that one is likely to be charged and will have to pay the cost of the broken window.
- She called the police and the landlord.

- She was not personally involved in the swarming incident.

The landlord responded saying the tenant called him at the time of the swarming incident and told him she called her brother after the boyfriend had threatened her and the children.. The landlord further testified the tenant's extended family was evicted in 2017 for a similar incident.

Analysis:

After carefully considering all of the evidence I determined the landlord has established sufficient cause to end the tenancy. I am satisfied that the swarming incident significantly interfered with and unreasonably disturbed another tenant and her family including young children. There is absolutely not excuse for this type of vigilante behaviour and the landlord has just cause to end the tenancy. I am satisfied the tenant has permitted her extended family members onto the rental property and is responsible for their actions. I do not accept the submission of the tenant that she is not responsible because she did not participate in the swarming incident. Further, the tenant failed to prove that she did not phone her extended family. There was no reason for them to attend unless someone phoned. The tenant alleged her 17 year autistic cousin called. However he did not give evidence at the hearing or by written statement. The landlord testified the tenant told her while she was on the phone to him at the time of the swarming incident that she had called her brother. I prefer the evidence of the landlord to the tenant on this point.

I do not accept the tenant's characterization that she is the victim and it is not fair that she is being evicted. The landlord served an eviction notice on her because of the conduct and actions of persons permitted on the residential property (her extended family) by the tenant. It may be that the landlord has just cause to end the tenancy of the other tenant by that is not before me in this hearing.

Determination and Orders:

I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the one month Notice to End Tenancy. I order that the tenancy shall end.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession. The landlord stated at the hearing that if the landlord is successful he is content for the Order of

Possession to be set for June 30, 2018 which would permit the tenant's children to complete school and allow her a better opportunity to find alternative accommodation. As a result I set the effective date of the Order of Possession for June 30, 2018.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

This decision is final and binding on the parties.

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: May 23, 2018

Residential Tenancy Branch