



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE KETTLE SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

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

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

The tenant did not attend this hearing, which lasted approximately 20 minutes. The landlord's two agents, male landlord ("landlord") and "female landlord" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he was the building manager and the female landlord was the assistant manager and that both had authority to speak on behalf of the landlord company at this hearing. The female landlord did not testify at this hearing.

The landlord confirmed that the tenant was served with the landlord's application for dispute resolution and notice of hearing on April 16, 2018, by way of registered mail. The landlord provided a Canada Post tracking number verbally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application on April 21, 2018, five days after its registered mailing.

The landlord testified that the tenant was served with the landlord's written evidence package on May 28, 2018, by way of registered mail. He provided a Canada Post tracking number verbally during the hearing. I notified the landlord that since the evidence was deemed received on June 2, 2018, five days after its registered mailing, it was late, since it was less than 14 days prior to this hearing, contrary to Rule 3.14 of the Residential Tenancy Branch *Rules of Procedure*.

The landlord confirmed that the tenant was served with the landlord's 1 Month Notice to End Tenancy for Cause, dated January 18, 2018 ("1 Month Notice") on the same date by way of posting to the tenant's rental unit door. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's 1 Month Notice on January 21, 2018, three days after its posting.

### Issue to be Decided

Is the landlord entitled to an Order of Possession for cause?

### Background and Evidence

The landlord testified regarding the following facts. This tenancy began on December 1, 2014. Monthly rent in the current amount of \$420.00 is payable on the first day of each month. A security deposit of \$187.50 was paid by the tenant and the landlord continues to retain this deposit. Both parties signed a written tenancy agreement. The tenant continues to reside in the rental unit.

The landlord's 1 Month Notice indicates an effective move-out date of February 28, 2018. The landlord issued the notice for the following reasons:

- *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;*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

The landlord seeks an order of possession based on the 1 Month Notice. The landlord testified that the 1 Month Notice was issued because the tenant has ongoing issues with other occupants and landlord staff members at the rental building, as do the guests that she invites to the rental unit. The landlord claimed that this behaviour has been occurring since April 2016 and that the tenant escalates her behaviour every six weeks to two months when she is off her mental health medications. The landlord stated that letters have been issued to the tenant warning her to stop her behaviour or she will face eviction.

The landlord said that other occupants and the landlord's staff members have reported the tenant as screaming loudly, getting into altercations with other occupants, and bringing guests to the rental building who get into altercations with other occupants.

On March 9, 2017, the landlord claimed that the tenant was involved in an altercation with the landlord's staff at the rental building, whereby she was smashing plates in the third floor common room and the hallway after being told there was no more food being served for dinner that evening. On March 11, 2017, after the landlord restricted the tenant from accessing the third floor common room following the March 9, 2017 incident, the landlord stated that the tenant threatened the landlord's male staff member that he would be shot by a gang member.

The landlord testified that the tenant was involved in a physical altercation with another occupant at the rental property on January 8, 2018, after which the police were called by the other occupant. The landlord said that after the 1 Month Notice was issued to the tenant on January 18, 2018, the behaviour continued. He claimed that on February 18, 2018, the police were called because the tenant brought a guest to the rental building who had a stolen passport, and on April 15, 2018, the tenant brought a guest who bypassed the security sign-in to the rental building.

### Analysis

I am satisfied that the landlord issued the 1 Month Notice for a valid reason. I find that the tenant significantly interfered with and unreasonably disturbed the landlord's agents and other occupants in the same rental building.

I accept the landlord's undisputed evidence that the tenant caused disturbances in the common area room, engaged in physical altercations with other occupants, threatened the landlord's staff members, and brought guests to the rental property that caused altercations. This caused disturbance to other occupants and the landlord, which caused the police to attend at the rental unit on multiple occasions. I accept the landlord's undisputed evidence that after serving the 1 Month Notice to the tenant, she continued with the same behaviour as above.

As I have found one of the reasons on the 1 Month Notice to be valid, I do not need to examine the other reasons.

The tenant has not made an application pursuant to section 47(4) of the *Act* within ten days of receiving the 1 Month Notice. In accordance with section 47(5) of the *Act*, the failure of the tenant to take this action within ten days led to the end of this tenancy on February 28, 2018, the effective date on the 1 Month Notice. In this case, this required the tenants and anyone on the premises to vacate the premises by February 28, 2018. As this has not occurred, I find that the landlord is entitled to an **order of possession effective at 1:00 p.m. on July 31, 2018**, pursuant to section 55 of the *Act*. The landlord specifically asked for the above effective date at the hearing, to allow the tenant additional time to move out. I find that the landlord's 1 Month Notice complies with section 52 of the *Act*.

### Conclusion

I grant an Order of Possession to the landlord **effective at 1:00 p.m. on July 31, 2018**. 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: June 21, 2018

---

Residential Tenancy Branch