



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC RP LAT

Introduction

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

- cancellation of a One Month Notice to End Tenancy For Cause, pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the application and evidence on file.

The tenant's application was filed within the time period required under the Act.

Issues

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy for this current rental unit began on January 1, 2017 and the current subsidized monthly rent amount is \$325.00.00. The rental unit is a bachelor suite in an apartment complex. The tenant previously resided in a different unit in the same complex.

The landlord served the tenant with the One Month Notice on April 24, 2018. The effective date of the One Month Notice was May 31, 2018.

The Landlord testified that they have had ongoing concerns regarding disturbances and breaches by the tenant and submitted the following summarized testimony and supporting evidence in support of issuing the One Month Notice:

January 24, 2018: A warning letter was issued to the tenant for making extra keys and providing keys to unauthorized guests.

February 6, 2018: A breach letter was issued to the tenant as a result of a disturbance incident caused by a guest of the tenant on February 4, 2018 which resulted in the police being called to the rental unit. The tenant was advised that this conduct was a breach of section 21 of the tenancy agreement and that if the conduct continues it could result in the ending of the tenancy. The landlord submitted a witness statement from a neighboring tenant who heard the altercation and called the police. The landlord testified that there have been ongoing issues with this particular guest of the tenant and as recent as 2/3 weeks before this hearing, the issues have started all over again. The landlord was not able to gather evidence for the latest incidents as it was too close to the hearing date.

February 20, 2018: The landlord submitted another complaint letter received from yet another neighboring tenant in regards to a disturbance incident at 4:00 a.m. on February 19, 2018. The landlord testified that this complaint was in regards to the same guest as the previous incident. A final warning letter was issued to the tenant on February 22, 2018.

March 13, 2018: A visit to the rental unit prompted the landlord to issue a warning letter to the tenant advising that the condition of his rental unit was not acceptable. The tenant was advised of various deficiencies and breaches and he was provided with time to comply before a re-inspection was done.

April 24, 2018: A re-inspection was conducted and the landlord submits that the tenant had done nothing to comply with the previous warning letter. The landlord testified that the tenant had moved some boxes around but not done any cleaning whatsoever. The landlord submitted pictures of the rental unit taken on May 2, 2018 in support of the condition of the rental unit. The landlord testified that the rental unit remains cluttered with various tools and bike parts scattered throughout.

April 24, 2018: Notice to End Tenancy was served on the tenant.

The tenant testified that he has no knowledge of giving keys to anybody. The tenant testified that the keys state “do not copy” so he cannot just have extra keys made.

The tenant testified that he has no idea what the landlord is talking about in regards to the disturbance incidents. The tenant acknowledged having a “few” arguments with a lady he was seeing.

The tenant testified that he has tried to comply with all of the landlord’s requests in regards to the condition of his rental unit. The tenant testified that it is a bachelor suite so there is not much room to store stuff. The tenant testified that he only has various bicycles or parts as he is trying to strip down different bike parts to try to get one in working condition. The tenant testified that he had two friends’ bikes stored against the balcony just temporarily.

In reply, the landlord testified that she witnessed two persons, who she did not recognize as residents, enter the building with a key and she followed them to the tenant’s rental unit which they also entered with a key.

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Pursuant to section 47(4) of the Act, a tenant may dispute a One Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 1 Month Notice.

In this case, the landlord issued a One Month Notice for the following reasons that fall under section 47 of the Act:

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

I accept the landlord testimony and supporting evidence that a guest of the tenant has caused repeated incidents of disturbances which is in breach of clause 21 of the tenancy agreement. Clause 21 of the tenancy agreement states that the tenant agrees that if any occupant or guest causes unreasonable and/or excessive noise or disturbances the landlord may end the tenancy. The landlord submitted two breach letters issued to the tenant as a result of disturbances caused by a guest of the tenant. The tenant was advised that this conduct a material breach of the tenancy agreement and was provided with reasonable opportunity and warnings to correct this conduct. I accept the landlord's testimony that this conduct has also continued after the issuance of the One Month Notice. I do not find the tenant's testimony that he does not know what the landlord is talking about as being credible. The tenant was served with two separate breach letters which he did not dispute receiving. The tenant did not provide any testimony or evidence to contradict the reasons for the issuance of the breach letters. The tenant also acknowledged in the hearing that he has had a "few" arguments with a lady he was seeing. I find these incidents were more than just "arguments" as police were called in one incident and the landlord received complaints from neighboring tenants in regards to the conduct.

I also accept the landlord's testimony and evidence that the tenant did not take any steps to correct the various breaches in regards to the condition of his rental unit as outlined in the March 13, 2018 letter. I accept the condition inspection report of April 24, 2018 and photo evidence submitted by the landlord as evidence that the rental unit remains cluttered and full of debris which is also in breach of the tenancy agreement and section 32 of the Act which requires a tenant to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.

I find that the landlord has provided sufficient evidence to justify that it had cause to issue the One Month Notice. The tenant's application to cancel the One Month Notice is dismissed and the landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

As this tenancy has ended, the tenant's application for repairs and request to change the locks or access to the rental unit is also dismissed without leave to reapply.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) 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 15, 2018

Residential Tenancy Branch