



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 634 EAST GEORGIA STREET HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC

Introduction

On July 30, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") seeking to cancel a 1 Month Notice to End Tenancy for Cause dated July 26, 2018 ("the 1 Month Notice").

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me. The parties testified that they have exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord testified that she sent her documentary evidence to the Tenant at the Tenant's address on September 10, 2018, at 2:30 pm using Canada Post registered mail. The Landlord provided the registered mail tracking information as proof of service.

The Act provides that service of documents by registered mail is an approved means of serving evidence. The Act provides that documents served by registered mail are deemed served on the fifth day after mailing.

The Tenant submitted that she never received the Landlord's documentary evidence.

I find that the Landlord's evidence was served in accordance with Act and the evidence will be considered in this hearing.

Issue to be Decided

- Is there sufficient cause to end the tenancy or should the 1 Month Notice be cancelled?

Background and Evidence

The parties testified that the tenancy started on May 1, 2018, as a one year fixed term tenancy that could continue thereafter as a month to month tenancy. Rent in the amount of \$840.00 is to be paid to the Landlord by the first day of each month.

The Landlord issued the Tenant a 1 Month Notice To End Tenancy For Cause dated July 26, 2018. The reasons provided for ending the tenancy within the 1 Month Notice are as follows:

Tenant has allowed an unreasonable number of occupants in the unit /site

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

Tenant has engaged in illegal activity that has, or is likely to:

- 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

The 1 Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the 1 Month Notice on July 30, 2018, within the required timeframe.

The Landlord testified that the Tenant has permitted an unauthorized person to stay in the rental unit. The Landlord testified that the rental unit is a single occupancy room with a shared bathroom. The Landlord testified that the tenancy agreement and tenancy agreement addendum states that the room is for single occupancy only.

The Landlord testified that the Landlord has received complaints from other occupants living at the rental property that the Tenant has another person living in the room. The Landlord submitted that the other occupants have made formal complaints to the Landlord that the Tenant and her guest are making noise and doing drugs on the rental property. The Landlord testified that the Tenants guest is aggressive towards the Landlord and other occupants.

The Landlord, Mr. J.M. testified that the Tenants guest has verbally threatened him and attempted to physically assault him. He testified that the Tenants guest swung a ski pole at him intending to hit him, but the Landlord stepped back to avoid being struck. The Landlord testified that he called the police.

The Landlord, Mr. J.M. testified that he observed the Tenant's guest Mr. M.B. using drugs in the shared bathroom. He testified that the Tenant's guest had a syringe and was shooting up.

The Landlord testified that he approached the Tenant to discuss these matters but the Tenant would not engage in conversation. The Landlord testified that a warning letter was issued to the Tenant; however nothing changed, so the Landlord issued the 1 Month Notice To End Tenancy For Cause.

The Landlord testified that other occupants are concerned to the point of moving out of the rental property.

The Landlords provided documentary evidence to support their testimony including a warning letter issued on June 8, 2018, and numerous emails of complaint received from other occupants of the rental property against the Tenant and her guest Mr. M.B regarding excessive noise and threats.

In reply to the Landlord's testimony, the Tenant testified that she is pregnant and is not a drug user. She testified that the reason people are moving out of the rental property is not only attributable to her. She submitted that the property is infested with bed bugs and other occupants also have guests.

The Tenant testified that she never refused to discuss the issues with the Landlord by slamming the door in his face.

The Tenant submitted that the Landlord does not have the authority to ban her guest from visiting her. She submitted that the Landlord threatened her guest. She submitted that she is sorry if her guest was observed shooting up drugs in the bathroom.

The Tenant submitted that she does not want to live there anymore and is looking for another place to move. She testified that she has not paid the rent for the past two months.

Analysis

Based on the above, the testimony and evidence of the parties, and on a balance of probabilities, I find that the Tenant is responsible for the actions of her guest while on the rental property.

The Landlord has provided the stronger evidence that the Tenant's guest has used drugs on the property and has threatened the Landlord and other occupants.

I also accept the Landlords' testimony and documentary evidence that the Landlord and other occupants have been unreasonably disturbed by the Tenant and her guest making noise.

The Landlord has a duty to ensure other occupants of the rental property have quiet peaceful enjoyment of the rental property, free from excessive noise, or threats.

I find that the Tenant and a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord.

The Tenant's application to cancel the 1 Month Notice To End Tenancy For Cause dated July 26, 2018, is dismissed. The tenancy is ending.

Under section 55 of the Act, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the 1 Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession of the rental unit. Since the effective date of the 1 Month Notice was August 31, 2018, and rent for September has not been paid, I find that the Landlord is granted an order of possession effective two (2) days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

I find that the Landlord has provided sufficient evidence to establish that the Tenant and the Tenant's guest have significantly interfered with or unreasonably disturbed another occupant and the Landlord.

The Landlord is granted an order of possession effective two (2) days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

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: September 21, 2018

Residential Tenancy Branch