



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE PORTER RESIDENCE DEVELOPMENT LTD PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on September 27, 2018 (the "Application"). The Tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause, dated September 18, 2018 (the "One Month Notice"), pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing on his own behalf. The Landlord was represented at the hearing by J.S. and A.W., agents. All in attendance provided a solemn affirmation.

The Tenant testified the Application package was served on the Landlord in person. J.S. acknowledged receipt on behalf of the Landlord. Pursuant to section 71 of the *Act*, I find the Application package was sufficiently served for the purposes of the *Act*.

The Landlord submitted documentary evidence in response to the Application. According to J.S., it was served on the Tenant by registered mail on October 2, 2018. A Canada Post registered mail receipt was submitted in support. Pursuant to sections 88 and 90 of the *Act*, documents served by registered mail are deemed to be received 5 days later. I find the Tenant is deemed to have received the Landlord's documentary evidence on October 7, 2018.

The parties were provided with a full opportunity to present their evidence orally and in written and documentary form, and make submissions. 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.

### Issue to be Decided

Is the Tenant entitled to an order cancelling the One Month Notice?

Background and Evidence

The parties confirmed the tenancy began in or about 2011. Rent is currently due in the amount of \$405.00 per month.

The Landlord provided testimony regarding the One Month Notice, which was served on the Tenant by registered mail on September 19, 2018. A Canada Post registered mail receipt was submitted in support. The Application confirms the Tenant received the One Month Notice on September 22, 2018.

The One Month Notice was issued on the following bases:

*Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.*

*Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk.*

*Tenant or a person permitted on the property by the 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.*

On behalf of the Landlord, J.S. testified there have been ongoing issues with the Tenant. He referred to documentary evidence submitted into evidence which includes email and other correspondence. However, for the sake of simplicity, I have arranged the Landlord's evidence in chronological order.

J.S. testified the Tenant has not cooperated with trades and other workers in the building, including attempts to address bed bugs in the rental property. In a letter from a pest control company to J.S., E.D. advised the pest control company was unable to treat the Tenant's rental unit as planned on February 24, 2017, because it has not been prepared as per instructions provided. The letter confirmed the Tenant's failure to prepare the unit for treatment put other units at risk of infestation. The next day, J.S. sent a warning letter to the Tenant outlining the concerns.

In addition, the Landlord submitted a letter from J.S. to the Tenant, dated March 9, 2017. It appears the Tenant did not permit the pest control company to do a pre-inspection of his rental unit on March 8, 2017, in anticipation of treatment on March 10,

2017. The letter warned the Tenant that he had to allow access to the pest control technicians.

On behalf of the Landlord, J.S. also advised that the Tenant disturbs other tenants outside quiet hours with loud conversations and music. The Landlord submitted a copy of an email from J.R., dated March 29, 2017, in which he complained of noise from a conversation between the Tenant and D. who were talking in the hallway at 11:57 p.m.

In a subsequent email from J.R. to J.S., dated July 1, 2017, J.R. complained that the Tenant was “not being very considerate to his neighbours, he turns his radio on loud and leaves the building.”

Further, in an email chain dated September 5, 2018, J.R. complained of noise from a dispute between the Tenant and D. regarding radio noise. J.S. advised he would send a letter to the Tenant. In a letter dated August 10, 2018, the Tenant told to “refrain from making noise, talking loudly and upsetting tenants while they try to sleep at night.” The letter was a “final warning.”

More recently, J.S. received an email from D.S. dated September 9, 2018. The email was in relation to “loud talking in the hallway, after 11:00 p.m.” on or about August 30 and September 4, 2018.

The Landlord also submitted an email from A.O. to J.S. dated September 18, 2018. It described the Tenant as “an ongoing social problem” and complained of “verbal abuse...every time I have to deal with him.” These allegations were supported with an email from D.V. dated September 19, 2018, which stated:

*On several occasions the tenant...has taken to verbal attacks on [A.O.] in our presence and for myself has been uncooperative and hard to work with...*

On October 1, 2018, A.O. again sent an email to J.S. describing an incident when he followed up with the Tenant regarding pest control treatment. The inquiry was “met with a snarl and a cuss that ‘nobody %\$#&ing told me....[and] grumbling and yelling at me”.

J.S. also testified that the Tenant attacked E.N. on several occasions, both verbally and physically, and that the police have had to attend.

The Tenant's testimony in response to the Landlord's evidence was often erratic and rambling. However, the Tenant testified that the Landlord's claims are "overblown B.S.", and that J.S. is playing "head games" and "has it in for me". The Tenant denied physically assaulting E.N. and testified that he has no problems with E.N.. However, the Tenant did state "my bark is bigger than my bite".

Further, in response to the testimony of J.S. regarding compliance with trades, the Tenant acknowledged he prevented access as requested when he stated he "can only comply with so much".

In addition, the Tenant acknowledged that he sometimes leaves music on when he goes out, and the sometimes he gets home late. The Tenant suggested that the quiet hours from 10:00 p.m. to 8:00 a.m. is like being in a prison.

The Tenant also provided rambling testimony about disputes or disagreements with other tenants. He described D. as an alcoholic and J.R. as someone who thinks he is a "security guard for the city". The Tenant also testified the previous landlord did not provide him with a fridge. The Tenant denied receiving complaints about his behaviour from other tenants, or the notices from the Landlord which were submitted into evidence.

### Analysis

In light of the oral and documentary evidence submitted by the parties, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a Landlord to take steps to end a tenancy for cause in the circumstances described therein. In this case, the Landlord wishes to end the tenancy on the bases indicated on the One Month Notice.

In this case, I accept the testimony of J.S., which was supported by documentary evidence dating back to February 24, 2017. As a result, I find there is sufficient evidence before me to uphold the One Month Notice. Specifically, I find the Tenant has significantly interfered with or unreasonably disturbed other tenants or the Landlord by:

- having loud conversations with other tenants in the hallway late at night;
- playing music in his unit loudly after quiet hours, even when not home; and
- preventing trades, including exterminators and electricians, from accessing the rental property.

As a result, I find that the One Month Notice is upheld and the Tenant's Application is dismissed, without leave to reapply. When a tenant's application to cancel a notice to end tenancy is dismissed, and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I issue an order of possession in favour of the Landlord. The language in the *Act* is mandatory. Having reviewed the One Month Notice, I find it complies with section 52 of the *Act*. Accordingly, I grant the Landlord an order of possession, which will be effective two (2) days after service on the Tenant.

### Conclusion

The Tenant's Application is dismissed, without leave to reapply. Pursuant to section 55 of the *Act*, the Landlord is granted an order of possession, which will be effective two (2) days after it is served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of BC.

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: November 8, 2018

---

Residential Tenancy Branch