



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The landlord was represented by an agent.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he had not served evidence on the landlord. Therefore the tenant's evidence was not used in the making of this decision. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the Act.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on September 01, 2016. The landlord testified that on December 21, 2018, the tenant's female guest was reported by other occupants to be running around naked in the corridors, at 6:50 am. The female was causing a disturbance by screaming obscenities and strewing her personal belongings in the hallways. The police were called and the female was removed. The landlord verbally cautioned the tenant that he would be held responsible for the actions of his guests.

Similar disruptive incidents took place on January 5, 6 and 8. The same female guest of the tenant was screaming obscenities in the hallway and referring to "dead people in the walls". The landlord testified that he gave the tenant a verbal warning after every incident.

On January 08, 2019, the landlord served the tenant with a written warning requesting him to stop his guest from entering the building. On January 09, 2019, the tenant responded to the warning letter and informed the landlord that he would continue to allow this guest to visit him as she needed help.

Despite the written and verbal warnings given to the tenant, the female guest continued to visit and gain entry by following other residents into the building. The landlord testified that on January 11, 2019, upon refusing to allow this female into the building, she flicked a lit cigarette in the direction of his face. On March 06, 2019 the female guest caused a noise disturbance in the building at 2:30am. The landlord followed up with a second warning letter dated March 06, 2019.

More disturbances took place on March 16, 22 and 27 and on March 28, 2019, the landlord served the tenant with a one month notice to end tenancy. The effective date of the notice is May 31, 2019. The tenant disputed the notice in a timely manner.

The notice was served for the following reasons;

Tenant or a person permitted on the property by the tenant has:

- a. significantly interfered with or unreasonably disturbed another occupant or the landlord

The landlord testified that since the notice to end tenancy was served on the tenant, the tenant has not made any efforts to stop the female guest from visiting him. The tenant agreed that he has been letting her into the building and stated the reason for doing so is that she needed his help and support because she was not being provided any by the police or social services.

The landlord has filed copies of the log entries for every incident and copies of the breach letters issued to the tenant. The log entries describe the sequence of events that led to the notice to end tenancy. Approximately 20 minutes into the hearing, the tenant hung up and did not return to the hearing by conference call.

### **Analysis:**

In order to support the notice to end tenancy, the landlord must prove the reason for the notice to end tenancy. Based on the documentary evidence and the verbal testimony of both parties, I find that the tenant's guest created noise disturbances and was verbally abusive to the landlord's staff and other residents.

The tenant was given two written warnings and multiple verbal warnings, but the behavior continued after the warnings. The tenant was also served a notice to end tenancy and other such disturbances occurred after the notice was served.

The documentary evidence filed by the landlord fully supports his verbal testimony regarding the complaints from other residents and the nature of the disturbances caused by the tenant's guest which involved the action of the police. The detailed written log provides information about incidents that occurred and supports the reasons for the notice to end tenancy.

Upon careful consideration of the evidence before me I find that the incidents that involve noise disturbances, verbal abuse and the police are serious enough to cause the other occupants of the building to voice their concerns in writing.

I further find that by providing daily log entries of activity in the rental complex, the landlord has proven that starting December 2018, the tenant's guest has engaged in activity that has adversely affected the quiet enjoyment, security, safety or physical well-being of the landlord's staff and other occupants of the property.

Finally, I find that despite having received a written warning, verbal warnings and a notice to end tenancy, the tenant did not change his behaviour and continues to allow his female guest into the apartment complex resulting in the continuing noise disturbances. Therefore I uphold the notice to end tenancy.

#### **Order of possession for the landlord**

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case, I find that the landlord served the tenant with a notice to end tenancy that complies with section 52 (form and content of notice to end tenancy) and I have dismissed the tenant's application for dispute resolution and have upheld the notice to end tenancy.

Under the provisions of section 55, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### **Conclusion**

The notice to end tenancy is upheld and the tenancy will end. I grant the landlord an order of possession effective by **1:00pm on May 31, 2019.**

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 09, 2019

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Residential Tenancy Branch