



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NANAIMO AFFORDABLE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

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

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47; and
- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66.

Both parties 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 tenant was represented by her father. The landlord was represented by an agent. The tenants' father confirmed that the landlord provided their documentary evidence to them. The tenant has not submitted any documentation for this hearing.

Preliminary Issue – Extension of Time to File Application

The tenants' father submitted that his daughter required more time to file an application as she wasn't sure of the process. I find that being unaware of how to file is not sufficient ground to grant an extension; accordingly, the hearing proceeded and completed on this date.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The landlords' agent gave the following testimony. The tenancy began on January 23, 2017 with a monthly rent of \$350.00 due on the first of each month. The landlord issued a One Month Notice to End Tenancy for Cause on May 7, 2019 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.*

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 agent testified that the tenants' boyfriend has terrorized and threatened ten other tenants, staff and guests on the property. The agent testified that they have had numerous discussions with the tenant about her boyfriend. The agent testified that as a housing society they make great efforts to resolve the problems with the tenants as they are vulnerable and are at risk individuals. The agent testified that despite numerous verbal and written warnings to the tenant, her boyfriend engages in verbal and physical altercations. The agent testified that they have five open RCMP files in regards to the tenants' boyfriend and are seeking a Peace Bond. The agent testified that the tenant simply can't say no to her boyfriend and continually allows him back on the property.

The tenants' father gave the following testimony. MS testified that his daughter has significant mental health challenges and housing is very difficult to obtain. MS testified that he would ask if the landlords could extend any order of possession date if granted. MS testified that his daughter is a model tenant but her boyfriend of fifteen years has some challenges. MS testified his daughter has not caused the problems and therefore should not be evicted.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord provided extensive documentation and I find their testimony to be compelling. The tenants' father did not necessarily dispute the allegations; but rather gave reasons as to why the tenants boyfriend acts as he does. I do not accept MS argument that his daughter should not be held responsible for her boyfriends' actions. A section on the notice clearly states the following:

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.*

I find that the tenants' boyfriends' behaviour and actions have unreasonably disturbed another occupant or the landlord. Based on the above facts I find that the landlord is entitled to an order of possession. 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. As I have found that the landlord is entitled to an order of possession I need not address the other grounds they have issued the notice on.

Conclusion

The One Month Notice to End Tenancy for Cause dated May 7, 2019 is confirmed, it is of full effect and force. The tenancy is terminated. The landlord is granted an order of possession.

The tenants' application is dismissed in its entirety without leave to reapply.

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: July 12, 2019

Residential Tenancy Branch