



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0850578 BC LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Code CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on July 5, 2019 (the "Application"). The Tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause, dated June 30, 2019 (the "One Month Notice"), pursuant to the *Residential Tenancy Act* (the "*Act*").

The Tenant attended the hearing and was assisted by A.M., his father, and R.K., a social worker. The Landlord was represented at the hearing by F.W. and J.W., agents. All in attendance provided affirmed testimony.

The Tenant testified the application package was served on the Landlord by in person. The Landlord acknowledged receipt. The Landlord testified a documentary evidence package was served on the Tenant in person. The parties were in attendance or were represented and were prepared to proceed. No issues were raised with respect to service or receipt of these documents during the hearing. Therefore, pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. 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 agreed the tenancy began on October 5, 2018. Rent in the amount of \$850.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$500.00, which the Landlord holds.

The Landlord wishes to end the tenancy. Accordingly, the Landlord issued the One Month Notice, which was served on the Tenant in person on June 30, 2019. The Application confirms receipt of the One Month Notice on that date.

The One Month Notice was issued on the following bases: Tenant has allowed an unreasonable number of occupants in the unit; 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 seriously jeopardized the health, safety or lawful right of 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.

Specifically, J.W. testified that the Tenant as engaged in disruptive behaviours that have resulted in "fear and anxiety" by other occupants and the Landlord. J.W. testified that Tenant has repeatedly left emergency exit doors propped open, and has permitted non-residents to enter the building. He also testified the Tenant appeared bloodied in the commercial area in the building and refused to leave for several hours. Police and ambulance attended. J.W. also testified to his belief that the Tenant needs a more appropriate living arrangement with supports.

Three letters from other occupants were also submitted in support of the One Month Notice. In one undated letter, Z.S. described "many uncountable times where [the Tenant] would pace back in the forth in the hallway, make strange animal like noises, scream, cry, and just stand outside my door." Z.S. also stated the Tenant's alarm would go off "all night long", the Tenant would bang his head against the wall, and bring homeless people into the building. He described the Tenant's behaviours as "disrupting and aggravating to me and other tenants" and advised that it makes him fear for his safety.

In another letter, dated August 13, 2019, C. describes the Tenant as "very unstable." The writer describes screaming and yelling, and suggests the Tenant is unable to care for himself.

Finally, in a letter dated August 13, 2019, M. states that he feels unsafe.

In reply, A.M. did not dispute the evidence of the Tenant's behaviours as presented by the Landlord, but advised that the Tenant lives with mental health issues. However, A.M. testified the Tenant has been stable for 6 weeks and is no longer causing disturbances. J.W. disagreed, noting disturbances have occurred in August. A.M. noted the Tenant is trying to find alternative accommodation but that it is difficult to house the Tenant.

R.P. also provided testimony in support of the Tenant. She advised that she has been connected with the Tenant for 5 months. R.P. testified that the Tenant is now connected with mental health and intensive outreach teams, and is receiving support with respect to medications. R.P. also distinguished between the Tenant's sometimes unsettling behaviours and the actual fear of harm to others, which she testified is very low.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a landlord to take steps to end a tenancy for the reasons described therein. In this case, the One Month Notice was issued on the bases identified above. I find the One Month Notice was served on and received by the Tenant on June 30, 2019. Therefore, I find the One Month Notice was effective to end the tenancy on July 31, 2019.

After careful consideration of the evidence and submissions of both parties, I find there is sufficient evidence before me to conclude the Tenant has significantly interfered with or unreasonably disturbed other occupants and the Landlord. I find it is more likely than not that the Tenant has engaged in behaviours including screaming and yelling, making unusual noises, leaving his alarm on, and pacing in the hallway. While I accept the Tenant lives with mental health issues, these do not excuse behaviours that interfere with and disturb other occupants and the Landlord.

In light of the above, I find that the Application requesting an order that the One Month Notice be cancelled 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 grant an order of possession to a landlord. Having reviewed the One Month Notice, I find it complied with section 52 of the *Act*. Accordingly, I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service on the Tenant.

Conclusion

The Application is dismissed, without leave to reapply.

By operation of section 55 of the *Act*, I grant the Landlord an order of possession. The order will be effective two (2) days after service on the Tenant. The order may be filed in 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: August 27, 2019

Residential Tenancy Branch