



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      RP PSF CNC

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- an order to the landlord to make repairs to the rental unit pursuant to section 33.

KK represented the landlord in this hearing. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord's agent confirmed receipt of the tenant's dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the Application. All parties confirmed receipt of each other's evidentiary materials and that they were ready to proceed. Both parties confirmed that the spelling of both named parties on the tenant's application is correct.

The tenant confirmed receipt of the 1 Month Notice dated June 25, 2019. Accordingly, I find that the 1 Month Notice was served to the tenant in accordance with section 88 of the *Act*.

At the beginning of the hearing the tenant confirmed that the repairs requested in the original application have been resolved, and the tenant no longer requires an order for repairs. Accordingly, this portion of the tenant's application was withdrawn.

## **Issues**

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

Is the landlord entitled to an order to the landlord to provide services or facilities required by law?

## **Background and Evidence**

This month-to-month tenancy began in April of 2018, with monthly rent currently set at \$644.00. The tenant pays \$275.00, while the remaining portion is subsidized.

The landlord issued a 1 Month Notice to End Tenancy on June 25, 2019 providing 2 grounds:

1. The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
2. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to jeopardize a lawful right or health of another occupant or the landlord;

The landlord provided the following reasons for why they feel that it is necessary to end this tenancy on the grounds provided on the 1 Month Notice. The landlord's agent testified in this hearing that she took over as manager in September of 2018. Before she took over, the tenant already had a history of issues involving verbal aggression and difficulties with staff in this building. The tenancy had continued despite these issues as the landlord attempted to work with the tenant, including meetings with her and a client support worker. The landlord's agent testified that despite these efforts, the level of verbal abuse increased, as well as the volatility. The landlord's agent testified that sometimes the meetings would be collegial, while others were combative. The landlord's agent testified that the 1 Month Notice was issued after an incident on June 19, 2019 that involved the tenant spitting at her.

The landlord provided copies of the log notes, incident reports, and caution notices in their evidence package to support the multiple opportunities the tenant had to correct her behaviour as well as the escalating nature of interactions with staff and other occupants and guests in the building. A Caution Notice dated January 24, 2019 was

issued after incident that took place on January 16, 2019 where the tenant had allegedly assaulted the guest of another tenant by punching the person in the face.

The tenant disputes the landlord's claims and testified in the hearing that she had smoothed things out with the majority of the staff, and does not see any future incidents taking place. The tenant testified that she suffers from medical and mental health issues that require the ongoing support from outreach workers. The tenant testified that these services have not been provided to her by the landlord, and the tenant requests that the landlord provide her with these. The landlord responded in the hearing that these services are available to all the tenants if they wanted access to them.

### **Analysis**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

Section 46 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. As the tenant filed her application within the required period, and having issued a notice to end this tenancy, the landlord has the burden of proving they have cause to end the tenancy.

I have reviewed the documentary evidence as well as the sworn testimony provided for this application. I find that the landlord had provided detailed testimony and evidence to support that the tenant's behaviour has not improved despite ongoing attempts by the landlord to work with the tenant. I find that the incidents have escalated to the point where the tenant is no longer engaged behaviour that is no longer limited to just verbal threats. The landlord included evidence to support at least one incident which involved an alleged physical assault of another person, and the most recent incident on June 19, 2019 when the tenant spat at the landlord's agent who testified in this hearing.

Although I am sympathetic that the tenant does suffer from medical and mental health issues, I find that the landlord has provided evidence to support that this Notice to End Tenancy was only issued after the landlord had worked with the tenant in an attempt to continue this tenancy despite the repeated incidents that had taken place.

I find that that the landlord had provided sufficient evidence for me to conclude that the tenant has significantly interfered with and unreasonably disturbed other occupants and the landlord, and on more than one occasion. I find that the landlord had worked with the tenant on an ongoing basis to continue this tenancy, but the tenant's behaviour has escalated to the extent that the tenant's behaviour is no longer just verbal in nature, and threatens the lawful rights of other tenants, their guests, and the staff who work there. I find that the seriousness of the tenant's behaviour, despite all the caution notices and attempts by the landlord to work with the tenant, justifies the end of this tenancy on the grounds provided on the 1 Month Notice, and accordingly I dismiss the tenant's application to cancel the 1 Month Notice dated June 25, 2019.

**Section 55(1)** of the *Act* reads as follows:

- 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.

A copy of the 1 Month Notice was submitted for this hearing, and I find that the landlord's 1 Month Notice complies with section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Based on my decision to dismiss the tenant's application for dispute resolution and pursuant to section 55(1) of the *Act*, I find that this tenancy ended on the effective date of the 1 Month Notice, July 31, 2019. I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

I find that the landlord has provided all services and facilities required by law, and therefore this part of the tenant's application is also dismissed without leave to reapply.

### **Conclusion**

The tenant withdrew her application for repairs.

I dismiss the tenant's entire application without leave to reapply. I find that the landlord's 1 Month Notice is valid and effective as of July 31, 2019.

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed 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 30, 2019

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Residential Tenancy Branch