



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47.

BE appeared with the tenant as his representative. DE appeared with the landlord as his representative.

Each party acknowledged receipt of the other party's evidence; each party had the opportunity to call witnesses and present affirmed testimony and written evidence. No issues of service were raised. I find the tenant served the landlord in accordance with section 89 of the *Act*.

I informed the parties that in the event I dismissed the tenant's' application to cancel the Notice and found that it was issued in compliance with the *Act*, I was required under section 55 of the *Act* to grant an order of possession in favour of the landlord. Section 55 states 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.*

Issue(s) to be Decided

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

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord provided affirmed testimony that the month-to-month tenancy began in 2011 at a monthly rent of \$475.00 payable on the first of the month. There was no written agreement. The tenant did not provide a security deposit.

The landlord testified that the tenant has been a difficult tenant throughout the tenancy. The landlord testified that the tenant issued multiple death threats on numerous occasions against other occupants of the fourplex in which the unit is located. The landlord submitted supporting statements from the three occupants, BJ, and DS, all dated August 13, 2019.

For example, DS stated in his written statement as follows [in part, as written]:

*He's [the tenant] issued death threats to me in the past month, one of them taking place at [store] across the street where he asked me if I wanted to meet his drug dealer's 9 mm so he could kill me. [...] I live in constant fear. I have gone to the police, but they've told me the next step would be to put a restraining order in place and that's all they can assist me with.*

The landlord also testified that the tenant has made many inappropriate comments of a sexual nature to the landlord's daughter CP, particularly an event on July 22, 2019. CP provided a written statement attesting to the aggressive encounter which left her distressed and afraid.

The landlord submitted a copy of a warning letter to the tenant following the July 22, 2019 incident, which informed the tenant that due to his "behavior of sexual harassment" and "death threats to your neighbors and our tenants", the landlord was bringing an application to end the tenancy.

As a result, the landlord issued the One Month Notice and personally served the tenant on August 24, 2019. The tenant acknowledged receipt of the Notice. The landlord

submitted a copy of the Notice as evidence. The effective date of the Notice is August 31, 2019. The reason for the issuance of the Notice is that the tenant “significantly interfered with or unreasonably disturbed another occupant or the landlord”.

The tenant applied for dispute resolution on July 26, 2019.

The tenant accused the landlord of “making it all up”. Regarding DS who provided a written statement, the tenant stated during the hearing, “I wouldn’t mind pulling the trigger on that one [DS]”.

Regarding the written statement of CP, the tenant said that may he “was trying to get into her pants, but I wasn’t forcing her or anything”.

### Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. I will only refer to certain aspects of the submissions and evidence in my findings.

Based on the parties’ testimony and a review of the One Month Notice, I find the Notice complied with section 52 of the *Act*.

I find that the landlord has met the burden of proof on a balance of probabilities that the tenant had “significantly interfered with or unreasonably disturbed another occupant or the landlord “.

In reaching this conclusion, I have considered the testimony of the landlord and the submitted documents indicating the tenant has threatened the other occupants of the fourplex with death. I have considered that the tenant acknowledged during the hearing that he was willing to “pull the trigger” one of the occupants, DS. I have taken into account the credible witness statement of CD and the acknowledgement of the tenant that he was perhaps “trying to get into her pants”. I find the statements to be credible.

I acknowledge the tenant disputed the landlord’s evidence, but I do not find the tenant’s evidence credible in any respect. I prefer the evidence of the landlord in all material respects.

I therefore dismiss the tenant’s application to cancel the One Month Notice and I uphold the Notice.

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 an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,*  
*(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.*

Based on my decision to dismiss the tenant's application for dispute resolution and my finding that the landlord's One Month Notice complies with the *Act*, I find that this tenancy ended on the effective date in the Notice.

As the tenant is still in occupation of the unit, the landlord is therefore entitled to an order of possession effective two days after service.

### Conclusion

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 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: September 30, 2019

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Residential Tenancy Branch