



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MITA HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT, OLC

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties confirmed that they had exchanged their documentary evidence.

Issue(s) to be Decided

Should the notice to end tenancy be cancelled? If not, is the landlord entitled to an order of possession?

Should the tenant be granted an order to compel the landlord to comply with the *Act*, regulation or tenancy agreement?

Is the tenant entitled to the recovery of the filing fee from the landlord for this application?

Background and Evidence

The landlord and their witnesses gave the following testimony. AL testified that the tenancy began on April 1, 2017 with the current monthly rent of \$900.00 due on the first of each month. The tenant has paid for the month of October for use and occupancy. The tenant paid a security deposit of \$440.00 which the landlord still holds. SP testified that the tenant has been a problem throughout her entire tenancy. SP testified that he is regularly and consistently disturbed at all hours of the day and night by the tenant. SP testified that he hears violence, beatings, furniture crashing, from several men and the tenant. SP testified that he crossed paths with the tenant and he noticed she was inebriated; she advised him that she would burn the building down before they would be able to evict her. SP testified that her behaviour has not changed or improved over her tenancy.

MO testified that he received numerous complaints from other tenants about the tenant being drunk, loud and abusive. MO testified that she has not corrected her behaviour. LS testified that he has had limited dealings with the tenant but attempted to find a common ground and work with the tenant. LS testified that the tenant was extremely difficult and unwilling to work with the landlord. MO and LS testified that the tenant continually leaves her sliding door to the unit open which creates a security risk as it is easily accessible at such a low level. MO and LS testified that the tenant's unit has significant damage in as a result of her actions and those of her guests. MO and LS testified that those damages have not been repaired despite written notice to do so. The landlord issued a One Month Notice to End Tenancy for Cause on August 20, 2019 for the following reasons:

Landlord's notice: cause

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [obligations to repair and maintain], within a reasonable time;

(i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [assignment and subletting];

AL requests that the tenancy end and that an order of possession is granted.

The tenant gave the following testimony. The tenant testified that she did have a problematic relationship about eighteen months ago but that individual is no longer part of her life. The tenant testified that the landlord and their witnesses exaggerated the extent of the noise and that much of the information is incorrect. The tenant testified that the landlord and their witnesses have lied, given false information and exaggerated the facts to evict her. The tenant testified that she is a quiet tenant that always pays her rent and that there is far less damage to her unit than alleged. The tenant testified that she wishes to remain in the building.

Analysis

When a landlord issues a notice under section 47 of the Act, they bear the responsibility to provide sufficient evidence to support the issuance of the notice. The tenant testified that she had documentation that would help her case, but was unable to find it for this hearing. The landlord along with the three witnesses gave clear, concise and compelling evidence. Specifically; SP provided a detailed and clear picture of recent events. He was clear about the chronology and details of the events. The landlord also provided documentation to support their position.

For these reasons, I am satisfied that there is a recurring pattern of the tenant significantly interfering and unreasonably disturbing other occupants or the landlord and that the landlord had adequate grounds to issue the One Month Notice. As section 47 of the Act only requires that one of the reasons cited in a 1 Month Notice are valid, I have not considered the landlord's other reasons for seeking an end to this tenancy.

Section 55 of the *Act* reads in part 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.

I find that the landlord's One Month Notice was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the One Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*. As the tenant has paid rent for the month of October for use and occupancy, the Order of Possession will take effect at 1:00 p.m. on October 31, 2019.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply. The landlord is granted an Order of Possession.

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: October 18, 2019

Residential Tenancy Branch