



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside a notice to end tenancy for cause. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The landlord was represented by their agent.

As both parties were in attendance, I confirmed the service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

Background and Evidence

The tenancy started approximately 11 years ago. The rental unit is a single occupancy room located in a building that contains numerous such rooms. The monthly rent is \$440.00 payable on the first of each month.

The landlord described multiple events regarding the behaviour of the tenant towards other occupants. The landlord stated that he received several complaints against the tenant regarding noise disturbances, intoxicated behaviour and letting non-residents into the building who created a mess in the common washrooms. The landlord also stated that the tenant's room was kept in a cluttered and unsanitary condition and that the tenant did not cooperate with the landlord's attempts to rid the unit of bed bugs, mice and cockroaches.

The landlord added that on numerous occasions there were additional people living in the single occupancy rental unit, an allegation that the tenant denied. The landlord filed photographs that depict the condition of the rental unit and fully support the landlord's testimony. The landlord testified that he gave the tenant multiple verbal warnings and followed it up with warning letters written on January 27, 2019, March 18, 2019, April 04, 2019, August 09, 2019, August 12, 2019 and August 27, 2019. The landlord stated that in 2018 he served the tenant with three warning letters.

The landlord testified that despite the multiple written and verbal warnings and the chances given to the tenant to improve his behaviour, the tenant did not change his behaviour and the noise disturbances, the multiple occupants in the single occupancy room and the intoxicated behaviour continued. On September 05, 2019 the landlord served the tenant with a 30 day notice to end tenancy for cause, in person. The effective date of the notice is October 31, 2019.

The notice was in the two-page format which clearly informed the tenant that he had 10 days to dispute the notice. The tenant made application to dispute the notice on September 23, 2019 which is 8 days beyond the legislated timeframe.

The notice alleges that:

Tenant has allowed an unreasonable number of occupants in the rental unit.

The 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 the lawful right of another occupant or the landlord
- Put the landlord's property at significant risk

The tenant or person permitted on the property by the tenant has engaged in illegal activity that has or is likely to:

- Damage the landlord's property
- Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant
- Jeopardize a lawful right or interest of another occupant or the landlord.

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the reasons for the notice to end tenancy. Based on the documentary evidence of the landlord and the verbal testimony of both parties, I find that the rental unit is maintained in a cluttered and unhygienic condition and despite verbal and written warnings the tenant did not clean up or de-clutter the rental unit. This environment nurtures the proliferation of bed bugs, mice and roaches. I find that the condition of the rental unit seriously jeopardized the health or safety of another occupant or the landlord

The tenant was given several written warnings and multiple verbal warnings, but the behavior continued despite the warnings. The documentary evidence filed by the landlord fully supports his verbal testimony regarding the complaints and the interactions between other residents and the tenant. The written complaints provide information about incidents that occurred and support the reasons for the notice to end tenancy. Upon careful consideration of the evidence before me I find that the incidents that occurred involve behaviour of the tenant that is serious enough to cause the other occupants of the building to voice their concerns in writing.

I further accept the testimony of the landlord that the tenant has not shown any intentions of improving his behaviour or cleaning up his rental unit. I find that the landlord has proven that despite multiple warnings, the tenant has continued to engage in activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of the other occupants of the property. Finally, I find that despite having received written warnings, verbal warnings and a notice to end tenancy, the tenant did not change his behaviour. Therefore I uphold the notice to end tenancy.

Section 55 of the *Residential Tenancy Act* addresses an order of possession for the landlord and states:

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.

In this case, I find that the landlord served the tenant with a notice to end tenancy that complies with section 52. I have determined that the landlord has proven his case and

therefore I have upheld the notice to end tenancy. Under the provisions of section 55, I must issue an order of possession when I have upheld a notice to end tenancy.

Accordingly, I so order. 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. The landlord agreed to allow the tenancy to continue to January 31, 2020.

The landlord agreed not to enforce the order of possession if the tenant corrects his behavior and cleans/declutters his rental unit.

Conclusion

The notice to end tenancy is upheld and I grant the landlord an order of possession effective by **1:00 pm on January 31, 2020.**

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: November 28, 2019

Residential Tenancy Branch