



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNE

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a One Month Notice to End Tenancy.

The Agent for the Landlord #2 stated that on February 13, 2020 the Tenant's Dispute Resolution Package was received, via registered mail.

This hearing was scheduled to convene at 9:30 a.m. on March 31, 2020. The Landlord dialed into the teleconference prior to the scheduled start time and the hearing commenced at approximately 9:30 a.m., in the absence of the Tenant. By the time the teleconference was terminated, at approximately 9:45 a.m., the Tenant had not appeared in support of her Application for Dispute Resolution.

On March 10, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord #2 stated that this evidence was served to the Tenant, via registered mail, on March 10, 2020. In the absence of evidence to the contrary, I accept that this evidence was mailed to the Tenant on March 10, 2020 and it was accepted as evidence for these proceedings.

The Agents for the Landlord were given the opportunity to present relevant oral evidence and to make relevant submissions. They each affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Agent for the Landlord stated that:

- This tenancy began on February 01, 2017;
- The Tenant is still occupying the rental unit;
- On January 22, 2020 a One Month Notice to End Tenancy was placed in the Tenant's mail box and posted on the door of the rental unit;
- The One Month Notice to End Tenancy declared that the Tenant must vacate the rental unit by February 29, 2020;
- The reasons cited on the One Month Notice to End Tenancy for ending the tenancy were that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; that the tenant or the person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of the landlord or another occupant; that the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk; and that the tenant has breached a material term of the tenancy; and
- The One Month Notice to End Tenancy was served, in part, because the Tenant has caused several disturbances.

The Landlord submits that the Tenant or her guests disturbed other occupants of the rental unit as follows:

- On November 19, 2019 the Tenant disturbed other occupants of the residential complex when she and her guest were arguing in the parking lot of the residential complex;
- On November 22, 2019 the Tenant disturbed other occupants of the residential complex when the volume of her television was excessively high;
- On November 24, 2019 the Tenant disturbed other occupants of the residential complex when the volume of her music was excessively high;
- On January 19, 2020 the Tenant's guest disturbed other occupants of the residential complex when the guest had a conflict with other people in the rental unit, while armed with a knife, which resulted in people jumping out of the window of the rental unit and police attendance; and
- On January 22, 2020 the Tenant disturbed other occupants of the residential

complex when the Tenant and another occupant of the residential complex engaged in a loud argument in the hallway, which resulted in police attendance.

Analysis

Section 47(1)(d) of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; OR has put the landlord's property at significant risk.

On the basis of the undisputed evidence, I find that on January 22, 2020 the Landlord posted a One Month Notice to End Tenancy on the Tenant's door and the Landlord placed a second copy of this Notice in her mail box. On the basis of the One Month Notice to End Tenancy submitted in evidence, I find that this Notice declared that the tenancy was ending, pursuant to section 47(1)(d) of the *Act*, on February 29, 2020.

To end this tenancy in accordance with section 47(1)(d) of the *Act*, the Landlord only needs to establish grounds for one of the reasons in section 47(1)(d) of the *Act*.

On the basis of the undisputed evidence, I find that the Tenant and/or her guests disturbed other occupants of the rental unit on at least five occasions in November of 2019 and January of 2020. I find that the nature of those disturbances, when viewed collectively, constitute grounds to end this tenancy pursuant to section 47(1)(d) of the *Act*. As I have concluded that the Landlord has grounds to end the tenancy on the basis of these disturbances, I find that it is not necessary whether the Landlord also has grounds to end the tenancy for other reasons.

As the Landlord has established grounds to end this tenancy pursuant to section 47(1)(d) of the *Act*, I dismiss the Tenant's application to cancel the One Month Notice to End Tenancy that is the subject of this dispute.

Section 55(1) of the *Act* stipulates that 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 the landlord's notice to end tenancy complies with section 52 of the *Act*, and the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice. As I have dismissed the Tenant's application to cancel the One Month Notice to End

Tenancy, I must grant the Landlord an Order of Possession, pursuant to section 55(1) of the *Act*.

It is my understanding that due to the current health crisis in British Columbia, the Supreme Court of British Columbia is not enforcing most Orders of Possession. This does not affect the validity of this Order of Possession. In the event the Tenant is able to safely move out of the rental unit during this health crisis by the effective date of this Order of Possession, the Tenant should do so. In the event the Tenant does not vacate the rental unit by the effective date of the Order of Possession, the Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court whenever that Court deems it appropriate.

I note that the Order of Possession will be effective on April 30, 2020, which will provide the Tenant a reasonable opportunity to find alternate housing during the current health crisis.

Conclusion

I grant the Landlord an Order of Possession that is effective on **April 30, 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: March 31, 2020

Residential Tenancy Branch