



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Imperial Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *OPC, CNC, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to sections 55, 47 and 72 of the *Residential Tenancy Act*.

The landlord applied for an order of possession pursuant to a notice to end tenancy for cause and for the recovery of the filing fee. The tenant applied to cancel the notice to end tenancy.

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 corporate landlord was represented by their agent (CT).

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he did not file any of his own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order for the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy began on June 01, 2017. The monthly rent was \$1,065.00 payable on the 1st day of each month. Prior to moving in the tenant paid a security deposit of \$500.00.

After receiving complaints from other residents about frequent traffic to and from the rental unit through the night and unauthorized people living in the rental unit, the landlord provided the tenant with a 24 hour notice to inspect the unit but the tenant did not permit her to enter the unit.

The landlord served the tenant with 3 warning letters dated August 04, August 17 and August 24, 2020. Copies of the letters were filed into evidence.

Warning letter dated August 04, 2020

This letter describes incidents that took place on August 01 and August 03, 2020.

The landlord stated that on August 02, 2020, she received a voicemail message from a tenant of another suite. The message stated that that starting on the evening of August 01 to the early hours of August 02, 2020, there were noise disturbances from people coming and going to and from the tenant's unit. The landlord testified that the tenant uses the fire door on the side of the building to let his visitors in, which is sometimes as frequent as every 20 minutes.

The warning letter also states that on August 03, 2020, the RCMP came looking for a female who was seen entering the building with a set of keys and heading to the tenant's unit. The landlord stated that this female is not a tenant but is a guest of the tenant who has been given access to the building by the tenant. Residents of the building complained of people who are not tenants and rent space in the rental unit from the tenant.

The letter warns the tenant that the high traffic to his rental unit must stop immediately or the tenant risked being served with a notice to end tenancy.

Warning letter dated August 17, 2020

This letter describes an incident that took place on August 14, 2020 and involved the RCMP responding to a call for help from another resident of the building (JP). The letter states that the tenant allowed 2 females (A and D) into the building through the side fire door. The tenant denied knowing these females or having let them into the building.

JP stated that she had a friend visiting her when she responded to a knock on her door. The 2 females, A and D, pushed their way in and sprayed JD with pepper spray.

JD called for help from her balcony and another tenant who heard her calls assisted her by taking her to the laundry room to wash up. JD's friend was forcibly taken to the tenant's unit and was found there later when the RCMP attended the unit. A and D were arrested inside the rental unit.

The landlord filed a statement from JD describing the attack. JD states that since then she fears for her safety and for the safety of her family and friends. JD and another resident have since then added safety locks to their front doors.

The landlord provided a police file number.

Warning letter dated August 24, 2020

This letter describes the threatening behaviour of a guest of the tenant. The manager of the complex who attended the hearing as the landlord's agent (CT), testified that she was working in her office and noticed a male (H) buzzing the tenant's intercom. The male H got agitated when there was no answer and started yelling at CT through her window. H informed CT that he lived in the rental unit and paid rent to the tenant.

H then threatened to break the window and door to gain access as he had left his phone in the rental unit. CT called the police. A resident of the building noticed the commotion and came to the aid of CT. The resident managed to calm H down and led him away. As he was leaving, H informed CT that there were prostitutes living in the rental unit.

CT stated that as H was leaving, she noticed that he was carrying a knife that was attached to his side. After he left CT, called the police and let them know that the situation was defused, and that they need not attend.

CT testified that she fears for her safety and tries to avoid the tenant and his guests. The tenant confirmed that CT goes around him at a distance when they pass each other in the hallways.

The tenant denied all the allegations and stated that he did know the females A and D who were arrested inside his suite. He also denied renting to H or any others. The tenant denied letting people in through the fire door located on the side of the building.

On August 26, 2020, the landlord served the tenant with a 30-day notice to end tenancy for cause. The effective date of the notice is September 30, 2020. The tenant disputed the notice in a timely manner.

The reasons for the notice are:

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 lawful right of another occupant or the landlord

Analysis

In order to support the notice to end tenancy, the landlord must prove the reason 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 tenant's guests were verbally abusive, intimidating and threatening to the manager and other residents of the complex. The tenant was given written warnings, but the behavior continued after the warnings.

The documentary evidence filed by the landlord fully supports her verbal testimony regarding the complaints and the interactions between other residents and the tenant's guests. 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 and his guests that is serious enough to cause the other occupants of the building to voice their concerns in writing and to fear for their safety.

I further find that by denying that these incidents took place and stating that he did not know the two females A and D who were eventually arrested inside the rental unit indicates that the tenant does not take responsibility for any of his actions and does not intend to improve his behaviour or stop his guests from harassing and threatening other residents and the manager of the building complex.

I find that the landlord has proven that despite multiple warnings, the tenant has continued to engage in activity that has significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord

Finally, I find that despite having received written warnings, verbal warnings and a notice to end tenancy, the tenant did not change his behaviour and the negative interactions with other residents continue to take place. Therefore, I uphold the notice to end tenancy.

In this case, I find that the landlord served the tenant with a notice to end tenancy that complies with section 52 of the *Residential Tenancy Act* (form and content). I have determined that the landlord has proven her 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.

Since the landlord has proven her case, I grant her the recovery of the filing fee of \$100.00. The landlord may retain \$100.00 from the security deposit in satisfaction of this claim.

Conclusion

The notice to end tenancy is upheld and I grant the landlord an order of possession effective two days after service on the tenant.

The landlord may retain \$100.00 from the security deposit.

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 23, 2020

Residential Tenancy Branch