



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant filed an Application for Dispute Resolution (the “Application”) on September 21, 2020 seeking an order to cancel the One Month Notice to End Tenancy (the “One-Month Notice”) for cause.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on November 17, 2020. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

Both the tenant and the landlord attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing.

Both parties confirmed receipt of the evidence prepared by the other. On this basis, the hearing proceeded.

### Issue(s) to be Decided

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

If the tenant is unsuccessful in this Application, is the landlord entitled to an Order of Possession of the rental unit?

### Background and Evidence

The landlord provided a copy of the tenancy agreement in this matter. The tenancy started on June 1, 2018. Both parties verified that the amount of rent payable on the first of each month is \$320. In the hearing, the tenant maintained that they paid rent for each successive month in this tenancy, and the landlord verified this detail.

The landlord provided a copy of the One-Month Notice document. The landlord issued this on September 18, 2020. This was attached to a letter to the tenant, also provided, and served in person to the tenant on September 18, 2020. The tenant verified this detail in the hearing.

On page 2 of the document, the landlord provided their reasons for issuing One-Month Notice:

- Tenant or a person permitted on the property by the tenant has
  - significantly interfered with or unreasonably disturbed another occupant or the landlord.
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
  - adversely affect the quiet enjoyment, security, safety or physical well-being 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.

The letter, dated September 18, 2020, gives details on “a number of verbal and written Warnings. . . about [the tenant’s] conduct. . . on a number of fronts.” This provides that the tenant “[had] chosen to ignore [the landlord’s] warnings. . and [the landlord is] obliged to issue . . .for multiple breaches of a material term of your tenancy agreement.”

The letter also sets out the landlord’s notification in January 2020 that the tenant’s conduct with another tenant was “unacceptable” and the tenant continues to “approach . . .and attempts to manipulate and instruct [them]”.

Further, the letter sets out the tenant’s “refusal to cease [their] various vehicle repairs. . .and use of our electricity and ongoing construction projects and power tools usage”.

The landlord provided a copy of each of five warning letters issued to the tenant: November 29, 2018; April 23 and July 12, 2019; January 27 and January 31, 2020. The common issues throughout are the tenant working on automobiles in the common parking area; constructing a structure on the patio area without approval; conflicts with other residents; work performed on common grounds areas; and storage and loud use of power tools. The landlord provided photos depicting use and storage of tools.

In the hearing, the landlord provided a summary of their documented evidence. They provided copies of complaints they received from other residents, and communication among the property management staff on the issues. They also spoke to their interactions with the tenant and the tenant's reaction when confronted with these issues. They reiterated that the warning letters were provided to the tenant each time, and there were numerous discussions with the tenant on these issues virtually since the start of the tenancy.

In their evidence, the tenant provided five statements of support from other residents and a family member.

In the hearing, the tenant's advocate spoke to the separate grounds indicated on the One-Month Notice. They submitted there was insufficient information on the document itself, by way of details, to enable the tenant to prepare for the hearing. The letter listed nothing of dates "to let the tenant know what they are facing." Alternatively, they provided that there was no evidence of illegal activity undertaken by the tenant. They also pointed out that "conduct" is not a clear term that constitutes a "material term" within the tenancy agreement. Even if it were deemed so, the landlord did not address the material term in the appropriate manner by advising the tenant as such.

Additionally, the tenant's advocate pointed out that some of the complaints occurred some time in the past. They also stated the tenant's commitment to finish with the tools usage, "being a term to continuing the tenancy."

### Analysis

The *Act* Section 47 states, in part:

**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,

...

- (3) A notice under this section must comply with section 52 *[form and content of notice to end tenancy]*.

The *Act* section 47(4) states that within 10 days of receiving a One-Month Notice a tenant may dispute it by filing an Application for Dispute Resolution.

In this case, the landlord issued the One-Month Notice pursuant to section 47 and I accept the landlord's evidence that they served this document to the tenant on September 18, 2020.

The *Act* section 52 provides:

In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) . . . state the grounds for ending the tenancy,
- . . . and
- (e) when given by a landlord, be in the approved form.

I find the One-Month Notice bears sufficient detail as to comply with the requirements of section 52 regarding form and content. The details of the cause are provided in the separate letter the landlord gave to the tenant when issuing the One-Month Notice in person. The tenant did not deny receiving this letter.

The details within the letter – referring to three separate warning letters issued to the tenant in the past – validate one of the grounds selected by the landlord on the One-Month Notice. This is where the tenant “significantly interfered with or unreasonably disturbed another occupant or the landlord”. I find the evidence provided by the landlord in support of this single ground validates the issuance of the One-Month Notice. With this finding, I do not consider any other evidence of submissions related to the other two grounds selected on page 2 of the document.

In their evidence, the landlord provided copies of the internal communication among property management, and other residents' complaints concerning the tenant. In the hearing the tenant stated they did not have the opportunity to see these complaints and review their contents; however, the landlord had disclosed their evidence in advance of

the hearing. I give weight to the testimony of the landlord on this point: there were ongoing discussions with the tenant, and the matters were set out in each warning letter that they issued to the tenant. While the tenant stated they were seeking out more info – this in preparation for the hearing – I accept the landlord's submission that the subject matter was known to the tenant through discussions and warning letters.

In short, I find it implausible that the tenant was not sufficiently aware of the nature of the issues in their tenancy. They received copies of the warning letters both at the time of their issue and in advance of this hearing. Further, I accept the landlord's evidence that there were multiple discussions with the tenant on the issues as they arose.

The tenant provided 5 letters of support from others. Four of them are from other residents in the immediate property area; one of them is from a family member. I give more weight to the letters and official complaint forms provided by the landlord for this hearing. They are more in number, over a greater timespan, and speak to specific incidents, as opposed to the character statements provided by the others on the tenant's behalf.

In line with section 47 criteria, I find the tenant's actions were those which "significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property." The landlord has provided substantial evidence of the tenant's conduct and interactions with other residents that causes legitimate concern.

I find the One-Month Notice issued by the landlord on September 18, 2020 complies with the requirements for form and content set out in section 52 of the *Act*.

The *Act* section 55(1) states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application is dismissed or the landlord's notice is upheld, the landlord must be granted an order of possession if the notice complies with all the requirements of section 52 of the *Act*. By this provision, I find the landlord is entitled to an Order of Possession.

### Conclusion

Under sections 55(1) and 55(3) of the *Act*, I grant an Order of Possession effective two days after service of this Order on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and 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 *Act*.

Dated: November 26, 2020

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Residential Tenancy Branch