



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Logan Suites Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, LRE, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order cancelling a One Month Notice to End Tenancy for Cause (Notice);
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement;
- an order suspending or setting conditions on the landlord's right to enter the rental unit; and
- to recover the cost of the filing fee.

The tenant and the landlord's agents (agents) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties confirmed receiving the other's evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and/or arguments are reproduced here; further, only the evidence specifically referenced by the parties and **relevant** to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters-

Rule 2.3 of the Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the Notice and the tenants' application to recover the cost of the filing fee at this proceeding. The balance of the tenants' application will be determined within this Decision.

Issue(s) to be Decided

Has the landlord met the burden of proof to uphold the Notice?

Is the tenant entitled to recovery of his filing fee paid for this application?

Background and Evidence

The evidence showed the tenancy began in June 2003, monthly rent started at \$730 and the current monthly rent is \$855.

The rental unit is in a multi-unit residential property. The evidence was that the present landlord was not the original landlord, but has been for the last two years.

Neither party originally submitted a full copy of the Notice. The tenant submitted a copy of the first page of the three page document. The parties testified about the causes listed on the Notice and agreed upon the content of the Notice.

The landlord agreed to, and did, send a copy of the final two pages of the Notice after the hearing.

The Notice indicated that it was attached to the tenant's door on September 25, 2020, and listed an effective end of tenancy or move-out date of October 31, 2020. The Notice was signed and completed by the agent BT.

The tenant indicated he received the landlord's Notice, on September 29, 2020 and he completed his application to dispute the Notice on October 8, 2020.

The reasons stated on the Notice to end 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;
- The tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Pursuant to Rule 6.6 and 7.18, the landlord's agent proceeded first in the hearing to support the Notice.

In support of the Notice, the landlord's agent, BT, said that the tenant has been operating a firearms training business in the rental unit for a number of years. The agent said that other tenants have complained to them about strangers walking in the hallways, without masks, and that the students have been spotted on the premises with firearms, making the residents feel unsafe.

The agent said that other tenants have complained about the exchange of firearms in the parking lot.

The agent said that the other tenants have complained that they have been disturbed by the students using the intercom to their rental unit to enter the building.

The landlord provided a screen shot of the tenant's website and a Google search Facebook page, showing the business, rental unit address, and map to the rental unit.

Tenant's response –

The tenant denied conducting training courses in the rental unit, as he moved all classes off-site when he received the warnings. Specifically, the tenant said that he last had people in the rental unit on March 22, 2020.

The tenant said that his hunting partner was the person with whom he made the exchange of a firearm. The tenant said his hunting partner was a constable and fully trained in weapon safety.

The tenant said he has only legal, licensed firearms, and when traveling, his guns are encased.

Analysis

Upon review of the 1 Month Notice to End Tenancy, I find the Notice to be completed in accordance with the requirements of section 52 of the Act and I find that it was served upon the tenants in a manner that complies with section 89 of the Act.

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove the tenancy should end for the reason(s) indicated on the Notice. Where more than one reason is indicated on the Notice the landlord need only prove one of the reasons.

Section 47(1)(d)(i) of the Act authorizes a landlord to end a 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.

Section 47(h)(i)(ii) of the Act authorizes a landlord to end a tenancy if the tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Section 28 of the Act states that all tenants are entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with the Act; use of common areas for reasonable and lawful purposes, free from significant interference.

After careful consideration of the foregoing, documentary and digital evidence, and on a balance of probabilities, I find as follows:

The landlord has submitted that the tenant continues to operate a firearms training business in the rental unit, which has caused concern from other tenants, despite written warnings. The tenant has submitted that his lessons are all off-site.

I have reviewed the landlord's evidence and find it more likely than not that the tenant continues to conduct firearms training courses inside the rental unit. The tenant's website lists the rental unit address as the place for the courses as well as listing the business hours. Additionally, a map is provided on the website, showing directions to the rental unit address. I find this confirms the landlord's testimony that other tenants

have complained to them about the training course attendees trying to access the residential property, indicating an ongoing business.

Additionally, the tenant's website advertising his firearms training courses shows pictures of trainees with firearms inside the rental unit. There is a significant number of firearms shown in the photographs.

I find that a reasonable person would be unreasonably disturbed by the presence of a large number of firearms and by the use of firearms by trainees in close proximity, with shared walls, which would cause them to feel unsafe in their homes.

I also find it reasonable to conclude that there would be a significant amount of noise coming from the rental unit during the firearms training courses, causing disturbances to adjoining suites.

I do not find it reasonable to exchange firearms in the common areas of the residential property and find it would create apprehension with the tenants of the residential property.

While the tenant asserted that his firearms lessons are all off-site, he failed to provide any specifics, such as locations or addresses.

For these reasons, I find the evidence clearly shows that the tenant has seriously impacted the quiet enjoyment of the other occupants of the residential property, for an extended period of time, for which he received written warnings.

I find the landlord was left with no choice but to issue the tenant the Notice, to preserve the quiet enjoyment of all their other tenants.

Given that I find the landlord's agent's testimony and documentary evidence to be credible, I find the landlord has submitted sufficient evidence to prove on a balance of probabilities that the tenant or a person permitted on the residential property by the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord.

As I have found the landlord has proven at least one of the causes they listed on the Notice, it was not necessary to consider the other listed causes.

Conclusion

I dismiss the tenant's application requesting cancellation of the Notice, without leave to reapply, as I find the One Month Notice valid, supported by the landlord's evidence, and therefore, enforceable.

Under Section 55(1)(b) of the Act, if a tenant's application to cancel a Notice has been dismissed, I must grant the landlord an order of possession.

I find that the landlord is entitled to and I therefore grant an order of possession for the rental unit effective **two (2) days after service on the tenant**.

The order of possession is included with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after it has been served upon her, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

The tenant is cautioned that costs of such enforcement, such as bailiff fees, are recoverable from the tenant.

As the tenancy is ending, I **dismiss** the remainder of the tenant's application, without leave to reapply, as those issues relate to an ongoing tenancy.

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: December 22, 2020

Residential Tenancy Branch