



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC- MT, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

The landlord participated in the teleconference, the tenant did not. The tenant had counsel call into assist for this hearing and was expecting the tenant to join us. The conference was 20 minutes long, but the tenant did not participate at any point. Counsel and the landlord confirmed that they had exchanged documentary evidence for this hearing. The landlord gave affirmed evidence. Both parties were given an opportunity to provide submissions and arguments.

Preliminary Issue – More Time to File Application

Counsel submits that the tenant contacted her office shortly after receiving the notice to end tenancy but due to some administrative delays, they were unable to file their application within the legislated timeline. Counsel further submits that the tenant is a person with disabilities and a single mother. The landlord had no issue with the hearing proceeding and the timing of the filing of the dispute. Based on the above, the matter proceeded and completed on this day and all evidence and testimony was considered.

Issue(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to an order compelling the landlord to comply with the Act, regulation, or tenancy agreement?

Background and Evidence

The landlord gave the following testimony. The tenant moved into the suite on November 1, 2020. The monthly rent of \$1550.00 is due on the first of each month. The landlord testified that the tenant has been problematic since the outset of the tenancy. The tenant yells, screams, and slams doors at all hours of the night. The landlord testified that she spoke to the tenant numerous times about her behaviour only to be yelled at and have profanities said to her by the tenant. The landlord testified that she gave the tenant a written warning letter on January 11, 2021 and advised her to correct her behaviour or she would issue a One Month Notice to End Tenancy for Cause. The landlord testified that the tenant's behaviour worsened and she berated her further with aggressive and profane laced language. The landlord issued a One Month Notice to End Tenancy for Cause on January 18, 2021 for the following reason

Landlord's notice: cause

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,

The landlord advised that she is elderly and that this situation is causing her a lot of stress and she's concerned about her health and security. The landlord testified that "I can't do this anymore" and requests an order of possession.

Counsel for the tenant provided the following submissions. Counsel submits that the tenant is hard of hearing and tends to talk loudly and that only one written notice was given before the One Month Notice to End Tenancy for Cause was issued.

Analysis

When a landlord issues a notice under Section 47 of the *Act*, they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord provided clear, concise and credible testimony to show that the tenants pattern of bad behaviour started almost immediately after moving in and then worsened as time passed. The landlord provided evidence to show that despite numerous verbal warnings and a written warning letter, the tenant did not improve her behaviour but became more hostile and aggressive towards the landlord. Based on the testimony and documentation before me, I find that the landlord has provided sufficient evidence to show that: *“the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property”*. I find that the landlord has provided sufficient evidence to show that this tenancy must end.

Section 55 of the *Act* reads in part as follows:

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.

I find that the landlord's One Month Notice was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. The Notice to End Tenancy for Cause is confirmed, it is of full effect and force. I dismiss the tenant's application to cancel the One Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*.

Conclusion

The landlord is granted an order of possession, the tenancy is terminated.

The tenant's application is dismissed in its entirety without leave to reapply.

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: May 21, 2021

Residential Tenancy Branch