



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WELBEC QUESNEL LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On May 4, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy. The matter was set for a participatory hearing via conference call.

The Landlord’s Agents (the “Landlord”) attended the conference call hearing on time; however, the Tenant did not. The Tenant was advised by the Residential Tenancy Branch that a copy of the Notice of a Dispute Resolution Proceeding was available for pick up on May 17, 2021.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenant did not call into the start of the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

The Tenant joined 28-minutes into the hearing. The Tenant was advised of who was on the line, of what evidence was presented, and then she and her witness were affirmed. The Tenant acknowledged that she did not submit any evidence.

Issue to be Decided

Should the One Month Notice to End Tenancy for Cause, dated April 30, 2021 (the “One Month Notice”) be cancelled, in accordance with section 47 of the Act?

If the One Month Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord did not submit a tenancy agreement for this hearing. The parties did not agree when the month-to-month tenancy began. The Tenant stated it began on August 1, 2018, and the Landlord stated the tenancy began on December 15, 2019. The parties agreed that the monthly rent is \$625.00, and that the Landlord collected and still holds a security deposit in the amount of \$312.50.

The Landlord testified that the One Month Notice was served to the Tenant by posting it on her door on April 30, 2021. The One Month Notice had an effective move-out date of May 31, 2021. The Landlord stated that the reasons they served the One Month Notice was that the Tenant was repeatedly late paying rent, that the Tenant and her guests had affected the quiet enjoyment of other occupants, and that illegal activity had been observed.

Agent J.M. (J.M.) testified that a new management team took over the responsibility for the residential property in March of 2021 and they immediately began receiving complaints about the Tenant. J.M. stated they served the One Month Notice to the Tenant and the disturbances continued. J.M. said she asked the occupants of the building to put their future complaints in writing.

J.M. submitted a copy of an email, dated May 29, 2021, from an occupant of the residential property who complained of being disturbed by a domestic fight between the Tenant and her boyfriend on May 27, 2021 (date provided by J.M.) The occupant advised there was constant guest traffic in and out of the Tenant's unit, domestic altercations, and drug use. J.M. stated that the occupant eventually moved out of the residential property as they felt the environment was becoming progressively more stressful and a safety risk.

J.M. submitted a letter, dated May 29, 2021, that was presented to the Tenant after the May 27, 2021 incident where a guest of hers was knocking on and then kicked in the rental unit door. The police attended the incident and J.M. stated that the Tenant was warned about the constant noise complaints and that she would be responsible for the damage to the door.

J.M. submitted a copy of a hand-written letter from another occupant of the residential property who complained about being disturbed by the Tenant on a regular basis and specifically on June 4, 2021. The occupant stated that the Tenant's guests will attempt to gain entry to the building by ringing the "door bell" of other occupants. The occupant stated that he has observed the Tenant selling drugs in the back parking lot and had to

call the police at 2:00 a.m. because of a fight that had started between the Tenant's guests.

J.M. submitted a warning letter, dated May 4, 2021, about a verbal altercation that occurred in the Tenant's rental unit on June 4, 2021 at 2:00 a.m. J.M. acknowledged that she put the wrong date on the letter. J.M. stated that she followed through with the Tenant; again, warning her of the disturbances that she is causing by slamming doors and the loud altercations, both in the rental unit and common areas of the building.

J.M. submitted an email, dated June 8, 2021, from an occupant of the residential property that complained about the continual traffic and the subsequent argument that occurred in the hallway outside of the Tenant's unit between 11:30 p.m. and 1:30 a.m.

J.M. stated that the complaints regarding the Tenant's disturbances have been continuing and the Landlord requests an Order of Possession for the rental unit. The Landlord acknowledged that they have received rent from the Tenant for September 2021.

Agent K.G. submitted a lease ledger for the Tenant and began to provide testimony that the Tenant was regularly late in paying her rent. Agent K.G. then withdrew the claim and asked to focus on the Tenant's disturbances. Landlord P.K. wanted to continue with the issue of late rent; however, did not provide further details.

The Tenant testified that she did receive one warning letter about one complaint. She acknowledged that the door was damaged but has since been fixed.

The Tenant stated that her rent is paid through two separate programs and that the Landlord has always accepted her rent from the two support agencies.

The Tenant presented Witness M.T., who testified that the Tenant is part of the safe supply program and that is the reason she has been receiving multiple guests and handing out supplies.

Analysis

The Landlord has served the One Month Notice on the Tenant based on sections 47(1)(d) and 47(1)(e) of the Act. When I consider the validity of the reasons the Landlord has for ending the tenancy, I must determine if the Landlord has sufficient evidence to prove that the Tenant's actions significantly interfered with or unreasonably disturbed another occupant. Furthermore, in relation to section 47(1)(e), that the activities of the Tenant adversely affected the quiet enjoyment, security safety, or physical well being of another occupant and these actions were illegal. The standard of proof is based on the balance of probabilities. If I find that any one of the reasons set out in the One Month Notice are valid and that the One Month Notice complies with

section 52 of the Act, I must grant the Landlord an Order of Possession for the rental unit in accordance with section 55 of the Act.

The Landlord has submitted evidence of the disturbances caused by the Tenant that have caused both the Landlord and the police to attend to the rental unit. The Landlord has also provided testimony and statements from the occupants, who live close to the Tenant, that indicate the Tenant has been interfering and unreasonably disturbing the occupants of the residential property. Specifically, that the Tenant and her guests have caused disturbances by having loud arguments, and by the Tenant inviting guests onto the property who would keep the occupants awake at night.

I accept the Landlord's evidence that one of the occupants, who lived close to the Tenant, were intimidated by the activities and ended their tenancy as a result of the Tenant's behaviour. I find the Landlord's submissions from the other occupants provide an example of the ongoing challenges and disturbances presented by the Tenant. Upon review of the evidence and based on a balance of probabilities, I find that the Tenant has significantly interfered with and unreasonably disturbed other occupants, contrary to section 47(1)(d) of the Act. As such, I find that at least one of the reasons set out in the One Month Notice are valid.

As I have found that at least one of the reasons for the issuance of the One Month Notice are valid, I dismiss the Tenant's application to cancel the One Month Notice without leave to reapply.

Section 52 of the Act requires that any Notice to End Tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date, state the grounds for ending the tenancy; and be in the approved form. I find the One Month Notice, issued by the Landlord on April 30, 2021, complies with the requirements set out in Section 52.

I have dismissed the Tenant's Application and found that the One Month Notice is compliant with the Act and at least one of the reasons set out in the One Month Notice are valid. For these reasons and because the Tenant is still occupying the rental unit, I grant the Landlord an Order of Possession. As the Tenant paid to use and occupy the rental unit for the month of September 2021, I grant an Order of Possession for September 30, 2021.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution to cancel the One Month Notice.

Pursuant to section 55 of the Act, I grant the Landlord an Order of Possession to be effective on September 30, 2021 at 1:00 p.m. This Order should be served on the Tenant as soon as possible. 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 *Residential Tenancy Act*.

Dated: September 08, 2021

Residential Tenancy Branch