



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX OF NANAIMO PROPERTY
MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause.

Two agents of the landlord attended the hearing and each gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. Therefore, I dismiss the tenant's application without leave to reapply.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice given is in the approved form. However, case law also specifies that a landlord must act in good faith when ending a tenancy.

Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause was given in accordance with the *Residential Tenancy Act*?

Background and Evidence

The first agent of the landlord testified that this fixed-term tenancy began on December 1, 2019 and reverted to a month-to-month tenancy after November 30, 2020 and the tenant still resides in the rental unit. Rent in the amount of \$1,195.00 is payable on the 1st day of each month and there are currently no rental arrears. A copy of the tenancy agreement has been provided for this hearing, which specifies that a security deposit

and a pet damage deposit were collected from the tenant on December 1, 2019 in the amount of \$597.50 each. The rental unit is the lower suite of a house, and the upper level is also tenanted.

The landlord's agent further testified that on May 27, 2021 the tenant was personally served with a One Month Notice to End Tenancy for Cause, a copy of which has been provided for this hearing. It is dated May 18, 2021 and contains an effective date of vacancy of June 30, 2021. The reasons for issuing it state:

- Tenant has allowed an unreasonable number of occupants in the unit/site/property/park;
- 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;
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so;
- Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent.

The landlord's agent further testified that the tenant's son lived in the rental unit, however the tenant requested that he be removed from the tenancy agreement, and the landlord complied. However, the upstairs tenant as well as other neighbours have called and written letters of complaints to the landlord, copies of which have been provided for this hearing. The landlord has sent multiple letters to the tenant who continues to unreasonably disturb neighbours, including fights late at night and during the day with sub-tenants who have not been approved by the landlord. Numerous cars are seen coming and going all hours of the day and night, and the tenant has also threatened the children of the tenant in the upper level of the home stating that they cannot play outside.

The second agent of the landlord testified that on May 27, 2021 he personally handed the One Month Notice to End Tenancy for Cause to the tenant.

Analysis

I have reviewed the letters of neighbours provided by the landlord, and I find that the landlord has established good faith.

I have also reviewed the One Month Notice to End Tenancy for Cause, and I find that it is in the approved form and contains information required by the *Act*.

Having dismissed the tenant's application, I grant an Order of Possession in favour of the landlord. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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 27, 2021

Residential Tenancy Branch