



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MacDonald Commercial Real Estate
SCR and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by both tenants, their advocate, the landlord's agent, and their legal counsel.

Both parties confirmed receipt of each other's evidence and were prepared to proceed with this hearing. I do note that the tenants' advocate submitted that while she had been able to review all of the landlord's evidence that the tenants themselves do not have access to a computer and had not reviewed the video evidence submitted by the landlord.

At the outset of the hearing the tenants' advocate submitted that some of the landlord's evidence included recordings and referred to incidents that occurred after the Notice to End Tenancy was issued and that it should not be considered. I note that I have considered all allowable evidence that has been served to the parties, however I have only recorded that evidence which I have determined is relevant to the adjudication of this application.

While evidence of events that have occurred after a notice to end tenancy has been issued is generally not germane to the events that have led up to the issuance, some of that evidence may be relevant to the adjudication process. If I have considered that evidence, I have provided details in the body of this decision outlining how I considered it and what weight I have placed on it.

Towards the end of the hearing and after each of the parties had made their submissions and in light of each of the tenant's testimony, I determined that it would be unfair to proceed without both tenants reviewing the landlord's video evidence. As such, I made the following orders:

1. The tenants' advocate will assist and ensure that the tenants have an opportunity to review the landlord's video evidence, in particular those videos labelled:

- a. 13_-_Video_attack_view_1_part_1_May_9_2021.mp4;
 - b. 14_-_Video_attack_view_1_part_2.mp4;
 - c. 15_-_Video_attack_View_2.mp4;
 - d. 16_-_Video_attack_View_2_part_2.mp4;
 - e. 17_-_Video_attack_view_3.mp4; and
 - f. 18_-_Video_attack_view_3_part_2.mp4
2. The tenants advocate will, no later than the end of business Tuesday, October 12, 2021, coordinate any submissions or responses from the tenants in regard to their viewing of the landlord's video evidence, upload the submissions/responses to the Residential Tenancy Branch (RTB) Dispute Management System (DMS) and email the same submissions/responses to the landlord at the email address provided by the landlord at the hearing; and
3. The landlord, through their legal counsel, will upload to the RTB DMS and email to the tenants' advocate any response to the tenants' written submissions noted above no later than Friday, October 15, 2021.

The tenant's advocate submitted a document entitled "Final_submission.pdf" on October 12, 2021 that provides a response as requested to the viewing of the noted videos, as ordered above. I note the advocate submitted additional responses to other submissions and evidence discussed in the hearing, including submissions related to the landlord's evidence and, in some cases, lack thereof. As the orders above were specific to what I was seeking from the parties, I have only considered the submissions requested in response to the videos above.

I also note that some of the submissions provided by the tenants and their advocate relate to additional statements attributed to another tenant Mr. K. Two of the advocate's submissions (Points 11 and 12) are related to Mr. K's interpretation of the videos I had order to be reviewed and commented on by the subject tenants and Mr. K's previously submitted statement. As I had not ordered any commentary or remarks from a new and separate witness who did not attend the hearing, I have not considered those statements either.

To be clear, I have not considered any of the written submissions provided October 12, 2021 by the tenants from the headings of their document entitled: **A) Issues** or **B) Analysis The Scooter**. I have considered only Point 13 from the section entitled **B) Analysis The Altercation – Video and Lack Thereof**, Points 14 and 15 from **B) Analysis Additional Missing Evidence: Witnesses for the Landlord** and the portion of Point 17 in the **Conclusion** that speaks to the issue of the altercation. I note that some of the points raised in regard to the additional submissions made by the tenants' advocate may have been presented in the hearing and as such I have considered those submissions.

I note the landlord's legal counsel submitted their response to the tenants' Final_submission document on October 15, 2021 as per the above orders. The

landlord's response includes comments on the additional submissions made by the tenants that had not been ordered. As I have already dealt with those issues above, I make no further comment on them in relation to the landlord's submissions.

I do note that the landlord's supplemental submission also included references and submissions on evidence presented during the hearing and not specifically related to the tenants' supplemental submissions related to viewing the videos.

For example, the landlord makes reference to warning letters provided to the tenants and the tenants' failure to consider their consequences of the warning letter. I have not considered these submission points provided; however, I note that the issue of warning letters was discussed in the hearing and any findings I have made are a result of what I heard in the hearing and not the landlord's supplemental submissions.

I note that because this is an Application for Dispute Resolution submitted by the tenants seeking to cancel a notice to end tenancy issued by the landlord, Section 55 of the *Residential Tenancy Act* (*Act*) requires I issue an order of possession to the landlord if the landlord's notice complies with Section 52 of the *Act* and I either dismiss the tenant's application or uphold the landlord's notice to end tenancy.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a One Month Notice to End Tenancy for Cause and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 67, and 72 of the *Act*.

Should the tenants fail to succeed in cancelling the One Month Notice to End Tenancy for Cause, it must be determined if the landlord is entitled to an order of possession, pursuant to Sections 52 and 55 of the *Act*.

Background and Evidence

The parties agreed the current tenancy began on September 1, 2017 as a one-year fixed term tenancy that converted to a month-to-month tenancy effective September 1, 2018 for a current monthly rent of \$889.13 due on the first day of each month, with a security deposit of \$425.00 and a pet damage deposit of \$425.00 paid.

The tenancy agreement addendum contains the following relevant clause (Clause 5):

"Tenants must put their storage items in properly assigned enclosures. Tenants are responsible for their own possessions and should use their own locks. Vehicles including bicycles must be kept in designated areas. Vehicles must be insured, drivable and not leaking fluids. Automobile and other repairs shall not be done in parking areas. Tenants shall not keep or store in the premises or on the residential property, any

hazardous or dangerous materials that may affect or invalidate either the Landlord's or Tenant's insurance coverage for the premise”

Both parties submitted into evidence a copy of a One Month Notice to End Tenancy for Cause issued by the landlord on June 1, 2021 with an effective vacancy date of July 31, 2021 citing:

- The 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;
 - Put the landlord's property at significant risk; and
- The 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 or physical well-being of another occupant of the landlord.

In the section of the One Month Notice that cites the details of the causes and events the landlord wrote:

“Tenant physically attacked another tenant in the building. Tenant also drives large motorized scooter on decks (wooden) and keeps it stored in front of unit even after several warnings that common areas and walkways are for common use only.”
[reproduced as written]

The parties agree the landlord served the Notice to End Tenancy by registered mail and the tenants confirm receipt of the Notice on June 4, 2021. The tenants submitted their Application for Dispute Resolution on June 7, 2021.

The landlord submitted a number of documentary complaints attributed to other occupants of the residential property in the form of text messages between August 2019 and September 2020. Not all of the text messages identify the name or unit number of the complainant. The landlord's agent testified that she confirms all of the complaints received were from other occupants during this tenancy.

The landlord submitted that there is currently a human rights complaint lodged against the tenants as a result of their interactions with another occupant on the property. In support of this statement the landlord has submitted a copy of a complaint for incidents occurring in 2020.

The landlord also provided that the tenants were given a last and final warning letter dated January 18, 2021 regarding harassment and disturbance to neighbors. In this letter the landlord advises the tenants that they have received complaints of the tenants disturbing and harassing other occupants in an “aggressive demeanor”. The letter goes on to warn the tenant if the behaviour continues it will lead to eviction.

In closing the letter, the landlord wrote:

“To remedy this situation, please do not approach other tenants if you have an issue and please refrain from any negative communication with other tenants in the building. We expect your full cooperation and immediate attention in this matter. Failure to comply will result in an eviction.” [reproduced as written]

The tenants’ advocate argues that the issue of disturbing other tenants through noise disturbances throughout the tenancy, as relayed in these complaints are not outlined as a detail or event leading up to the issuance of the notice to end tenancy on the Notice itself. As such, the tenants’ position is that this is not a cause to end the tenancy noted on the Notice and should not be considered.

The landlord submitted that in addition to the disturbances, the male tenant uses a scooter that he drives on the decking and parks outside of the rental unit on the deck contrary to the tenancy agreement and warning letters that have gone to each occupant of the residential property. The landlord submitted 3 such letters into evidence, dated December 4, 2019; July 15, 2020, and March 20, 2021.

In the letter dated December 4, 2019 the landlord advises all occupants of the residential property that:

- The landlord has designated a specific area for parking motorized “vehicles” such as scooters and motorized bikes;
- Storing “vehicles” in common areas is, in addition a violation of each tenancy agreement but it is also a “civic fire and safety violation”;
- Each tenancy agreement contains clause 5 – “The Tenants must put their storage items in properly assigned enclosures. Tenants are responsible for their own possessions and should use their own locks. **Vehicles including bicycles must be kept in designated areas.** Vehicles must be insured, drivable and not leaking fluids. Automobiles and other repairs shall not be done in parking areas. **Tenants shall not keep or store in the premises or on the residential property, any hazardous or dangerous materials that may affect or invalidate either the Landlord or Tenant’s insurance** coverage for the premise.” [reproduced as written]; and
- Failure to comply with terms of the tenancy agreement and the Act may result in the termination of a tenancy.

The warning letter dated July 15, 2020 cautions all tenants that common areas should be free of garbage, furniture, chairs, pots, ashtrays, scooters, bikes and any other personal belongings. This letter goes on to provide the same information as outlined in the December 4, 2019 letter.

The letter dated March 20, 2021 is entitled “Reminder to All Tenants” and goes on to outline a number of issues which include relevant reminders to the case before me, specifically:

- OBSTRUCTION OF WALK WAYS: Pursuant to section 56 clause 2 of the Residential Tenancy Act, we kindly ask that any and all items (vehicles, bicycles, scooters, etc.) be removed from common areas including hallways, stairways, entry points, fire escapes, etc.
- MOTORIZED SCOOTERS: Motorized scooters are not to be driven on the common area decks and walkways. Scooters are not to be stored in the common areas. Scooters have two designated areas to store and lock up at the front of courtyard by the entry gate on North side and the second areas is at the South West exterior corner of the building.
- ILLEGAL ACTIVITY: A landlord may end a tenancy for illegal activity carried out by the tenant or a guest of the tenant if the illegal activity has caused or is likely to cause damage to the landlord's property, has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant, or has jeopardized the lawful right or interest of another occupant or the landlord.
- DISTURBANCE: Tenants shall respect the rights of all other tenants/occupants of the building to peace and quiet and will not disturb any of them unreasonably by shouting or other loud use of his or her voice, with noise, music, radios and televisions, odor, or in any other way. All abusive, disorderly, violent, or harassing conduct by a Tenant, including but not limited to abusive and/or foul language, sexually explicit comments toward tenants, occupants, or management is prohibited and is grounds for immediate termination of tenancy. Likewise, vandalism of any kind by a Tenant on or to Landlord's property is prohibited.

The landlord provided the male tenant continues to store his scooter outside of their rental unit contrary to the tenancy agreement and warnings. In addition, the landlord's agent stated she had verbally warned the tenant on many occasions to stop storing the scooter at that location and using the designated area. The landlord also testified the male tenant drives his scooter extremely fast on the decking and it creates a hazard for people walking, in the same location.

The tenant submits that the scooter has been prescribed for him as a result of his disabilities. He also states that he requires storing it at his unit because he needs to keep it charged up. The landlord submits there are a number of exterior outlets available to the tenant if stored in the designated areas. The tenant provided no response to the landlord's allegation of fast and reckless driving of the scooter on the residential property.

The landlord also asserts that the male tenant, on May 9, 2021 assaulted another occupant from the residential property. In support of this assertion the landlord has submitted several videos taken from their building security cameras. No witnesses or complainants of the events attended the hearing, except for the two tenants.

In the landlord's evidence there were specifically 8 video recordings of the altercation primarily between the male tenant and the other occupant (Ryan). Of these videos, one shows the male tenant leaning on the railing near his rental unit and appears to be yelling to someone on an upper floor; then he proceeds down the walkway to the bottom of the stairs.

Two of the videos show the male tenant waiting for Ryan at the bottom of the stairs; when Ryan gets to the bottom of the stairs he is seen pointing to his own chest. Next the male tenant is seen punching Ryan in the face and grabbing his shirt; throwing him down to the ground and kicking him in the stomach several times.

The tenants testified that it was the other occupant, Ryan, who started the incident. They both indicated that Ryan had been causing a commotion on his own floor and that a shouting match ensued between Ryan and the male tenant; that Ryan came down the stairs and Ryan began the assault on the male tenant.

The male tenant testified that Ryan had been causing problems for several days; that he was “high” and having a psychotic episode. He stated police were called and that they spoke with the tenants and no charges were laid but that Ryan was taken to hospital. The male tenant stated he had requested a police report but due to COVID 19 the police have a backlog and although he had received the report prior to the hearing it was too late to submit it as evidence.

The tenants submitted a copy of their request to police for records dated August 9, 2021. The tenants did not provide any testimony as to why they did not request the report earlier to ensure receipt prior to the hearing.

The female tenant testified that she had been standing at the door of their rental unit watching the male tenant walk toward the bottom of the stairs that Ryan was descending. She further stated that as he was coming down the stairs Ryan leapt off the third stair and struck the male tenant. At that point she started walking towards the stairs where the two men were now fighting.

From the tenants’ advocate’s supplemental submission, the tenants’ position regarding the video evidence is that:

“Similarly, Ms. B’s recollection is not significantly inconsistent with the video. She also relates the initial disturbance from upstairs, the shouting down of threats, and although she recalls that Ryan “jumped from 3rd stair up,” again she was some distance away under the stairs, she heard Ryan shouting and stomping, and, like Mr. K, knowing that Ryan was coming down to fight Mr. P, it is not surprising that in her recall physical approach was as aggressive as his verbal threats suggested.”

In addition, the tenants’ supplemental submission indicates that landlord did not investigate the incident at all “to inquire as to the event or, importantly, who was at fault: who caused the altercation”. The tenants also submit that the landlord only speculates that “Ryan was significantly disturbed, or that his lawful rights were jeopardized” and that a landlord’s speculation is not sufficient to warrant an eviction. The submissions go on to say that even if Ryan had been unreasonably disturbed, he was the aggressor and that the landlord has “introduced no undisputed evidence that he was not”.

Finally, the tenants' supplemental submission concludes that Mr. P was defending himself against an assault by another occupant "reportedly in the grip of a psychotic episode" and therefore Mr. P could not "be said to have significantly interfered with or unreasonably disturbed others nor has he seriously jeopardized others' lawful rights or engaged in any illegality."

The landlord, in their written response to the tenants' supplemental submission and in relation to the testimony provided by the tenants during the hearing they updated in their submissions after viewing the video state:

The Tenants' counsel states that these inconsistencies are not "meaningful" or "significant." We disagree. The entire basis for Mr. P's self defence argument is that Ryan was acting in a way that physically threatened him. The Tenants stated that Ryan "swung" at him, but now admit that he did not. Ms. Bowden testified that Ryan jumped from the 3rd stair in an aggressive descent down the stairs – she now admits her "state of fear and anxiety undoubtedly coloured her recollection." However meaningful or significant the inconsistencies in the Tenants' evidence, there have been enough inconsistencies to suggest that the Tenants are not entirely credible or reliable witnesses.

The landlord also argues in their supplemental submissions that:

- The tenants evidence provided through written statements and oral testimony appears to be dishonest, misleading, and misrepresentative of the facts of the altercation. The landlord submits that the video evidence renders the tenants' position that the male tenant was acting in self-defence as unproven or is blatantly false;
- Despite no audio recording being provided the video shows the actual altercation from different angles and that it shows the male tenant grabbing Ryan's neck, punch him several times, and drag him to the ground and kick him while he was down. The landlord submits that despite what happened prior to the altercation the male tenant made a decision to respond in manner that was "well beyond a point of necessity in protecting his own safety"; and
- If Ryan had been making any verbal threats the male tenant took no action avoid violence but rather that he did not attempt to move away from Ryan but rather the male tenant "*immediately* resorted to violence" [reproduced as written]. In addition, the landlord notes that by his own submissions the male tenant "reacted extremely aggressively to behaviour that he found irritating or annoying".

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other reasons, one or more of the following applies:

- a) 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,

- ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- iii. Put the landlord's property at significant risk;
- b) The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - i. Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property

Section 47(2) states that a notice under this section must end the tenancy effective on a date that is not earlier than one month after the date the notice is received, and the day before the day in the month, that rent is payable under the tenancy agreement.

Section 47(4) allows a tenant to dispute a notice under Section 47 by making an application for dispute resolution within 10 days after the date the tenant **receives** the notice. As such, I find the tenant had until June 14, 2021 to submit an Application for Dispute Resolution seeking to cancel the 1 Month Notice. The tenants' Application was submitted on June 7, 2021.

Based on the above, I find the tenants submitted their Application for Dispute Resolution within the allowable timeframes to dispute a One Month Notice to End Tenancy for Cause.

I concur with the tenants' position that the landlord cannot end this tenancy under Section 47 for the disturbances caused by the tenants that were the subject of the complaints submitted into evidence. I make this finding because the landlord did not identify those incidents as part of the details of the cause on the Notice to End Tenancy itself.

It is not fair to a tenant to have to dispute a notice to end tenancy that does not include full particulars for events or causes that the landlord intends to rely upon to end the tenancy if the landlord has not identified them as issues that led up to the issuance of that notice.

However, I do find that the inclusion of the evidence of previous complaints and their subsequent "warning" and "informational" letters provided to the tenants, and in some cases all the occupants of the residential property, provide evidence that other issues raised in the One Month Notice to End Tenancy were known to the tenants well in advance of the issuance of the Notice.

In particular, I am satisfied that the tenants were well aware of the landlord's intention to ensure that the tenant did not store his scooter on the decking and that should the tenants feel that other occupants of the residential property were creating an issue for them they should contact the landlord and not engage in any "negative communication with other tenants in the building" and that failure to do so would result in an eviction.

I also concur with the tenants' position that the landlord cannot rely on Section 47 to end the tenancy for the issues relating to the use and storage of the male tenant's scooter.

First, the landlord submitted that it was clear according to the tenancy agreement the tenants must store the scooter in designated areas. I disagree, I find the term in the tenancy agreement outlines that "vehicles" must be stored in designated areas and bicycles are given as an example. In the colloquial, the term "vehicle" generally refers to transportation devices. While I accept that scooters can be used for transportation they can also be used as mobility devices. Mobility devices are generally prescribed and assessed by medical professionals to assist people who have disabilities that impact a person's ability to be mobile and thus not be considered a vehicle for the purposes of transportation.

There is no evidence, such as an occupational therapist's assessment, before me that outlines whether or not the male tenant's scooter is required as a mobility device or a transportation device. As such, I find that without specific reference to the idea of a scooter only being used as a vehicle, Clause 5 in the tenancy agreement addendum is unclear that a tenant is required to store scooters in designated areas.

In addition, despite the landlord's submissions and warning letters that the requirement is based, at least in part, on "civic fire and safety violations" the landlord has provided no evidence of any such requirement and/or bylaws from local municipal authorities or insurers. Further, the landlord has provided no evidence, from events prior to the issuance of the Notice to End Tenancy, that the use of the scooter by the male tenant and/or the storage of that scooter has caused any damage to the residential property or unreasonably disturbed other occupants or the landlord.

As to the physical altercation, I prefer the submissions provided by the landlord for the following reasons:

While I accept the tenants' submissions that there was a verbal altercation between the male tenant and another person on an upper floor, I am satisfied from the video evidence, that it was the male tenant who initiated the physical altercation and was the aggressor.

The video evidence provided into evidence shows the male tenant looking and saying something in a manner that he appears to be speaking to someone upstairs on an upper floor from the common walkway area (Video 17). After this, the male tenant immediately goes to the area at the bottom of the stairs, blocking anyone who might be coming down the stairs.

Despite the female tenant's testimony that she was concerned about the male tenant's safety in fighting a man ½ his age, it appears the male tenant had no such concerns

when he proceeded to the bottom of the stairs in anticipation of fighting the other occupant

I find, on a balance of probabilities, that the male tenant was the person who initiated the physical assault as shown in Videos 13 and 15. I note also, that in Video 13, the male tenant appears to make a hand gesture to Ryan, as he is walking down the stairs, enticing him to keep coming towards the male tenant. Once on level ground, while Ryan is pointing his finger into his own chest, the male tenant struck Ryan in the face and grabbed his t-shirt; eventually throwing him to the ground where the male tenant kicked Ryan several times.

I concur with the landlord that because of inconsistencies in the testimony provided by both of the tenants with what can be clearly seen in Videos 13 and 15 specifically, the tenant's testimony is not reliable. Despite the tenant's advocate's assertion that the female tenant's "recollection is not significantly inconsistent with the video", I find the female tenant's testimony introduced very specific events that clearly did not occur.

Specifically, the female tenant testified that Ryan jumped from the third step of the stairs and that he threw the first punch. Video's 13 and 15 clearly show Ryan walking calmly down the stairs, pointing at himself, and the male tenant lunging the first punch.

It was because of the female tenant's testimony and the fact that she had indicated in the hearing that she had been standing by the door of their rental unit, that I requested the tenants view the video evidence and provide submissions (as noted above). I was concerned that because of her vantage point from looking under the stair that it would be difficult for her to see what actually happened.

Instead of acknowledging the difficulty in seeing the actual first strike, the tenants' advocate wrote that the female tenant "heard Ryan shouting and stomping, and like Mr. K, knowing that Ryan was coming down to fight Mr. P, it is not surprising that in her recall Ryan's physical approach was as aggressive as his verbal threats suggested." While this might be acceptable if what the female tenant testified to was a slight exaggeration, it doesn't warrant testifying to events that just did not occur.

As such, I find that the female tenant's testimony was not that of an eyewitness account but rather an account of what she anticipated might have occurred. As such, I find that her testimony does not recall the events that were captured in the video evidence and as such, it is not reliable. In addition, I find the male tenant's testimony regarding who threw the first punch is also not reliable, as the video clearly shows him doing so.

As a result, I find that the male tenant was the aggressor in the physical altercation that occurred on May 9, 2021. I find it is not relevant as to who may have started or reacted to the verbal altercations between floors, but it is relevant as to who converted the verbal altercation to a physical one.

While I accept the burden is with the landlord to prove cause to end the tenancy, the male tenant also testified that Ryan was high and going through a psychotic episode at the time which was the cause of the start of the verbal altercation, but the video shows Ryan as being one who is less agitated than the male tenant. The male tenant is shown to be very agitated even in Video 17 that shows him stomping down the walkway to the end of the stairs to wait for Ryan.

I also make these findings, in part, because of the landlord's warning letter of January 18, 2021 specifically instructing the tenants to not engage in behaviour that disturbs other occupants such as harassing other tenants or acting in an aggressive demeanour to other tenants or that they will face eviction. I find that the male tenant deliberately ignored the warnings and without thought of how his behaviour might impact any other occupant of the residential property including Ryan he responded in an aggressive manner, contrary to the warning letters.

As a result, and despite the tenants' advocates' position that the landlord did not present other witnesses or even complainants from the altercation on May 9, 2021, I find it was not necessary for the landlord to have received a complaint to pursue ending the tenancy on the issue of the altercation as they already had strong videographic evidence and are obligated to ensure all the residents enjoy physical health and safety and are free from unreasonable disturbances.

As to the tenants' advocates' position that the landlord is speculating that Ryan was not significantly disturbed or that his lawful rights were jeopardized, I find there is no speculation whatsoever on the part of the landlord.

That is to say, I find, on a balance of probabilities, by being punched in the face; thrown to the ground; and kicked several times by the male tenant; another occupant of the residential property (Ryan) has been significantly interfered with and unreasonably disturbed by the tenants and that the tenants have seriously jeopardized the health, safety and lawful right of another occupant of the residential property (Ryan). I find, in particular the violent nature of the male tenant's response to what they describe as a verbal altercation was sufficiently egregious, in and of itself, to end the tenancy.

Based on the above, I dismiss the tenants' Application for Dispute Resolution in its entirety. As I have determined the tenancy must end for the reasons noted above, I make no determination on whether or not the tenants committed an 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.

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 of the notice, state the grounds for ending the tenancy; and be in the approved form.

I find the 1 Month Notice to End Tenancy for Cause issued by the landlord on June 1, 2021 complies with the requirements set out in Section 52.

Section 55(1) of the *Act* states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution 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*.

As I have dismissed the tenants' Application for Dispute and found that the One Month Notice to End Tenancy issued on June 1, 2021 complies with Section 52, I order that the tenancy must end in accordance with that Notice.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: October 19, 2021

Residential Tenancy Branch