



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CR DISTRICT ASSOC. OF COMMUNITY
LIVING and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT-CNC

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;

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord provided undisputed affirmed testimony that he received the tenant's notice of hearing package and was aware of the listed issues.

At 44 minutes past the start of the scheduled hearing the tenant's application was dismissed without leave to reapply.

The landlord stated that he wished to end the tenancy.

Issue(s) to be Decided

Is the landlord entitled to an order possession?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord did not submit a copy of the 1 month notice but provided its details verbally during the conference call hearing. The landlord provided undisputed affirmed testimony that on September 17, 2021, the landlord served the tenant with the 1 Month Notice dated September 17, 2021 by posting it to the rental unit door. The 1 Month Notice sets out an effective end of tenancy date of October 31, 2021 and that it was being given as:

- the tenant or 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;
- the tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property;
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The details of cause state:

September 16, 2021

L. accused another tenant of racial slurs, pushed her away into her apartment and threatened her. Police were called. Incident confirmed by multiple tenants in the building.

September 11, 2021

Several tenants complained about drunken behaviour and fighting between M. and L. in the hallway in the early morning hours.

August 11, 2021

Aided in breaking in a locker used by another tenant, items were returned after police were called.

May 10, 2021

Final warning and written notice about excessive noise and disturbing other tenants.

During the hearing the landlord clarified that there was no illegal activity and that no actions were taken by the police except to talk to each party.

The landlord stated that the primary reason for the notice dated September 17, 2021 was that he was receiving complaints from other occupants of the building regarding the tenant. The landlord stated that he had issued a “Final” warning letter on May 10, 2021 advising the tenant of the excessive noise complaints. That letter details four documented complaints filed in 2021 alone with details. The letter cautions the tenant that any further complaints could result in the issuance of a 1 month notice to end tenancy.

The landlord stated that on September 17, 2021 the landlord issued the 1 month notice due to several complaints made on September 11, 2021 of “drunken behaviour and fighting” in the hallway during the early hours of the morning. The landlord also stated that another incident took place on September 16, 2021 in which the tenant “accused another tenant of racial slurs, pushed her way into her apartment and threatened her”.

Analysis

Section 47(1)(d)(i) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant or 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.

I accept the undisputed affirmed evidence of the landlord that the tenant was served with a 1 month notice dated September 17, 2021 posted to the rental unit door on September 17, 2021. I also accept the undisputed affirmed evidence of the landlord concerning the contents and details of the 1 month notice dated September 17, 2021.

The landlord provided undisputed affirmed evidence that multiple excessive noise complaints were received from other occupants of the building concerning the named tenant. The landlord provided undisputed affirmed evidence that the tenant was previously given a “Final” warning letter advising her that any further complaints could result in the issuance of a 1 month notice.

I also note for the record that the 1 month notice dated September 17, 2021 having been served on September 17, 2021 posted to the rental unit door is deemed to have been served 3 days later on September 20, 2021. The tenant’s original application for

more time and to dispute the 1 month notice was filed on October 8, 2021, well after the allowed time period of 10 days of receiving it.

I find that the 1 month notice dated September 17, 2021 has been justified by the landlord and pursuant to section 47 (5) if the tenant who has received a notice under this section does not make an application for dispute is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit.

I also find that the landlord has provided sufficient evidence to satisfy me on a balance of probabilities that the tenant has significantly interfered with or unreasonable disturbed another occupant.

Conclusion

The landlord is granted an order of possession effective 2 days after it is served upon the tenant.

The order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Supreme Court and 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: November 19, 2021

Residential Tenancy Branch