



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bloom Group Community Services
Society and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. On January 13, 2022, the Tenant applied for an order to cancel a One Month Notice to End Tenancy for Cause, dated January 7, 2022 (the One Month Notice).

Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenant testified she served the Notice of Dispute Resolution Proceeding (NDRP) and her evidence on the Landlord on an unknown date. The Landlord confirmed he received the Tenant's NDRP and two written pages of evidence. I find the Tenant served these documents on the Landlord in accordance with section 89 of the Act.

The Tenant has also submitted to the Residential Tenancy Branch several photos that are so blurred I cannot tell what is pictured. As the content of the photos are indiscernible, and the photos were not served on the Landlord, I will not consider them in my decision.

The Landlord testified he served responsive evidence on the Tenant, and the Tenant confirmed she received it. I find the Landlord served the Tenant in accordance with section 88 of the Act.

Preliminary Matters

As the Landlord informed me the business name was incorrect in the application, I have used the corrected business name for the Landlord on the cover page of this decision. The Tenant did not raise an objection in the hearing as to the spelling of the business name for the Landlord, and the corrected spelling matches that in the tenancy agreement. This amendment is in accordance with section 64(3)(c) of the Act.

The Tenant requested that her copy of the decision be mailed to “the welfare office.” As the Tenant was not able to provide an address, the decision will be mailed to the rental unit.

Issues to be Decided

- 1) Is the Tenant entitled to an order to cancel the One Month Notice?
- 2) If not, is the Landlord entitled to an order of possession?

Background and Evidence

The parties agreed on the following particulars regarding the tenancy. It began June 16, 2020; rent is \$365.00, due on the first of the month, and the Tenant paid a security deposit, which the Landlord still holds. The Tenant testified she paid a security deposit of \$187.50; the Landlord stated the amount was \$182.50.

The Landlord testified that the One Month Notice was served on the Tenant on January 7, 2022; the Tenant testified the Notice was slipped under her door, and she received it on January 7, 2022.

A copy of the One Month Notice was submitted as evidence. It is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form.

The reasons indicated for the One Month Notice are:

- the Tenant has allowed an unreasonable number of occupants in the unit/site/property/park;
- 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 has not done required repairs of damage to the unit/site/property/park.

The Details of the Events section was very difficult to read, as it was completed using an unreasonably small font.

The Details section states:

Nov 20 2020 – tenant fighting in hallway with her guest

Dec 31 2020 – tenant reported a knife fight taking place in her suite [police] attended

May 26 2021 – tenant's hoarding increased. support offered and refused

June 9 2021 – tenant and her support team were contacted to discuss and solve issues of multiple guests in suite and hoarding

July 28, 2021 – letter of expectation given to tenant.

Nov 10 2021 – hoarding increased. support offered and refused

Nov 15 2021 – tenant reports losing [sic] keys. this is 4th time keys are replaced. resident reports men coming and going from her suite. [Police] contacted [sic]. door rekeyed for a second time

Nov 18 2021 – [Police] responded [sic] to a call from tenant stating that she was attacked that morning. [Police] report to landlord 2 other people living in suite. [Police] request door be rekeyed, again

November 25, 2021 – refused pest control entry to suite for treatment although proper notification [sic] had been given

Dec 8 2021 – [Police] on site as tenant reported being in a fight with a guest in her room who would not leave

Dec 19 2021 – guest of tenant who [sic] is suspected of living in building is noted doing laundry

The Landlord testified that the Tenant presents a safety risk to the other occupants, the majority of whom are older adults with mental health issues. The Landlord testified that the risk is increased as there is often a high volume of traffic throughout the day, to and from the Tenant's unit, and that as a result, staff doesn't know who is in the building.

The Landlord testified the Tenant is "always bringing in different people," and has shared her key with non-residents.

The Landlord testified there have been numerous incidents in the building involving the Tenant, and submitted as evidence a timeline. I will only consider events up to the date the One Month Notice was served: January 7, 2022. Timeline entries from December 8, 2021 to January 7, 2022 include the following: police being summoned as the Tenant is fighting with a male who will not leave her unit; and five occasions in which a non-resident male is seen entering the building with a key, then going to the Tenant's unit.

The Landlord submits that the Tenant has given building keys to non-residents, the Tenant's keys have been replaced on multiple occasions, and that there are frequently non-residents "hanging out" in the hallway, waiting to enter the Tenant's unit. The Landlord submits this is a safety concern for the more vulnerable tenants. The Landlord submitted photos as evidence, showing males waiting in the hallway.

The Tenant described herself as "a prostitute," and stated that her work is why she has many guests. The Tenant testified that she has never lent out her key, and submitted that the Landlord's evidence contains only photos of her entering her unit with a key, and do not depict anyone else entering her unit with a key.

Regarding the December 8, 2021 event in which police were summoned as the tenant got into a fight with a guest in her room who would not leave, the Tenant testified that a male customer had a key of hers, she asked him for her key, and he beat her in the hallway. The Tenant stated that the locks on her unit were then changed for the third time, but people kept breaking in, so she installed a chain lock, because whoever had been breaking in had a key. The Tenant submitted that it had been the building manager entering her unit without her permission, taking photos of the unit, and stealing from her. The Tenant submitted that the chain lock is the only thing that keeps him out.

The Tenant testified that she asked the police what to do about her unit repeatedly being entered without her permission and her belongings stolen by the building manager. The Tenant testified that the police suggested she put a camera in her room, but that she cannot afford one.

The Landlord testified that tenants' units are inspected every two months, and that during these inspections, it became clear that the Tenant is a hoarder, and that she is leaving "large amounts of food uncovered and unrefrigerated." The Landlord submitted that they are concerned about the cleanliness of the Tenant's unit, including that the amount of food left uncovered and unrefrigerated will attract rodents and insects. The Landlord testified that they have had to treat the Tenant's unit for cockroaches within the last year.

The Tenant testified that she had difficulty coordinating with the pest control schedule, due to her having been attacked, then being afraid to come back to the unit until her attacker was caught. The Tenant testified that she did some research on roaches, dealt with them herself, and that now they are gone.

The Tenant testified that once a staff person visiting her unit commented on some unrefrigerated food, but that it was just an empty can with a bit of food in it, and another food container. The Tenant testified that she does not cook in the unit, and there is “not food all over,” but that she goes out to get food, brings it back, then throws the waste in the garbage.

The Landlord submitted as evidence photos of the interior of the Tenant’s unit, which depict a cluttered space containing many household objects and filled plastic bags. The Landlord testified that the Tenant is storing excessive belongings in her unit, and had connected with a support group who was helping her around hoarding, but that the Tenant was later discharged by the program.

The Tenant testified that she had met with a social worker, a nurse, the hoarding-help program, and the building manager, and worked with them to clean up her unit. The Tenant submitted that she left the hoarding-help program voluntarily, as they had helped her get everything cleaned up, and there was nothing left to do.

The Tenant testified that when the photos submitted by the Landlord were taken, she had put her belongings in bags so as to be ready for the upcoming spraying for insects. The Tenant testified that the items and bags pictured are all of her worldly belongings, and that the unit is not as full as it appears because between the Landlord’s visits to take photos, she had moved items within her unit. The Tenant testified that the photos show all of her belongings in three different places in the unit, which gives the mistaken impression that there is more in the unit than there actually is.

The Landlord submitted as evidence a written complaint from another tenant, received December 16, 2021, stating that the Tenant “was bringing in a lot of people to her room at first (Johns) and it was scary unknown people in the halls ect ... now we have cameras in the halls she lets people in still at all hours of the night strangers.” (Reproduced as written.)

The Landlord submitted that the Tenant’s current lifestyle is putting her and other residents at risk, due to the possible outcomes.

The Landlord testified that though the Tenant has paid rent for April, they are seeking an immediate order of possession.

Analysis

Based on the parties' testimony, I find the Landlord sufficiently served the One Month Notice on the Tenant, in accordance with section 71 of the Act, on January 7, 2022, and the Tenant received it on the same day.

I find the One Month Notice meets the form and content requirements of section 52 of the Act, as it is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form.

Section 47 of the Act states that a tenant receiving a One Month Notice may dispute it within 10 days after the date the tenant receives the Notice. As the Tenant received the Notice on January 7, 2022 and applied to dispute it on January 13, 2022, I find the Tenant met the 10-day deadline.

The Landlord has provided affirmed testimony and written submissions that the Tenant's current lifestyle, which includes many non-residents coming and going from the rental unit, leading to an increased risk of violence and non-residents populating the hallways as they wait for the Tenant, is a safety concern for the other tenants living in the building, the majority of whom are vulnerable older adults with mental health challenges.

The Tenant submitted that her work as a prostitute results in her having many guests.

I can see how the Tenant's activities put the other occupants at increased risk, and could disturb the other occupants and the Landlord.

However, I find on a balance of probabilities, meaning more likely than not, that the Landlord has failed to prove any of the reasons for the One Month Notice.

The One Month Notice indicates the Tenant has allowed an unreasonable number of occupants in the unit or property. I am convinced by the affirmed testimony of both parties that the Tenant frequently has people in her unit, but as presented in the hearing, these are visiting guests, not people occupying, or living in, the unit.

The One Month Notice indicates that 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; and
- put the landlord's property at significant risk.

I can appreciate that the activities of the Tenant interfere with or disturb other occupants or the Landlord, but the Landlord has provided insufficient proof that the level of interference or disruption is significant. Similarly, the Landlord has convinced me that the Tenant's activities jeopardize other occupants and put the property at risk, but the Landlord has not provided testimony or documentary evidence demonstrating that the level of which meets the high bar of serious jeopardy, and significant risk, respectively.

The One Month Notice indicates the Tenant has not done required repairs of damage to the unit or property. In his testimony, the Landlord referenced the Tenant adding a lock to her door, but did not describe damage the Tenant has done to the unit or property.

Therefore, I cancel the One Month Notice, and find the Landlord is not entitled to an order of possession in accordance with section 55 of the Act.

Conclusion

The Tenant's application is granted; the tenancy will continue until it is ended in accordance with the Act.

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: April 25, 2022

Residential Tenancy Branch