



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sanford Housing Society and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") an Order of Possession for cause, pursuant to section 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing by the attending parties. Both parties confirmed that they understood.

The tenant confirmed receipt of the landlord's dispute resolution package and evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the tenant duly served with the landlord's application and evidence package. The tenant did not submit any written evidence for this hearing.

The tenant confirmed that he was served with the landlord's 1 Month Notice to End Tenancy for Cause dated December 21, 2021. Accordingly, I find the tenant duly served with the 1 Month Notice, pursuant to section 88 of the *Act*.

Issues

Is the landlord entitled to an Order of Possession?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or

arguments are reproduced here. The principal aspects of the applications and my findings around it are set out below.

This month-to-month tenancy began in December 2013 with monthly rent currently set at \$375.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$300.00, and a pet damage deposit in the amount of \$100.00, which the landlord still holds.

The landlord served the notice to end tenancy providing the following grounds:

1. Breach of a material term of the tenancy agreement that was not corrected within a reasonable amount of time after written notice to do so;
2. The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
3. The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord provided detailed evidence of the events that have lead up to the issuance of the 1 Month Notice, which includes incidents of aggression towards staff who work in the building. The landlord testified that the tenant had threatened and yelled at staff, and have caused a staff member to go on leave due to terror that the staff member has experienced.

The landlord testified that the police have been called on multiple occasions, but the tenant continues to act in a manner that terrorizes and intimidates others, and the landlord feels that this tenancy must end. The landlord provided the details of the incidents, as well as correspondence with the tenant. The landlord submits that the situation has not improved since the issuance of the 1 Month Notice, and worries about the safety and well-being of those who work and live in the building.

The tenant testified in the hearing that they do not understand why the landlord was attempting to end the tenancy, and denies any sexual harassment of others.

Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenant has failed to file an application for dispute resolution within the ten days of service granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under

section 47(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 1 Month Notice, January 31, 2022.

Although the tenant disputed the validity of the 1 Month Notice and the claims and testimony of the landlord, I do not find the tenant's claims to be convincing or persuasive. I find that the landlord provided detailed evidence of incidents that involve the tenant acting in an aggressive manner towards staff and people in the building, which supports the landlord's concerns that the tenant continues to act in an aggressive and threatening manner. I find that the tenant has also failed to acknowledge that their behaviour towards others poses a problem. I find that the tenant continues to act in an aggressive manner towards others in this multi-tenanted building, including staff, and this behaviour has and continues to disturb others to the extent that justifies the end of this tenancy.

I find that the 1 Month Notice to be valid. I find that the 1 Month Notice complies with the form and content provisions of section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

I find that the landlord is entitled to a two (2) day Order of Possession against the tenant pursuant to section 55 of the *Act*.

Conclusion

I find that the landlord is entitled to an of Possession. I find that the landlord's 1 Month Notice is valid and effective as of January 31, 2022.

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant and any occupant of this original rental agreement 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: May 05, 2022