



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes      OPC CNC FF

### Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for cause pursuant to section 55;

Tenant:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the respective applications and evidence submissions on file.

### Issues

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an order of possession for cause?

### Background and Evidence

The tenancy began approximately 1 ½ years ago. The tenant was one of a handful of referrals placed into the housing program after the clearing out of a tent city from a nearby park. The current monthly rent is \$375.00 payable on the 1<sup>st</sup> day of each month. The tenant occupies a room in a communal living building containing 106 units.

The landlord testified that on February 11, 2022, the tenant was served with the One Month Notice by posting a copy to the door of the rental premises and by e-mail. A

Proof of Service form of the Notice to End Tenancy was provided on file. The tenant acknowledged receipt of the One Month Notice.

The One Month Notice was issued on the following grounds:

- the tenant or a 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,
  - seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant,
  - put the landlord's property at significant risk;
- the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that:
  - 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,
  - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord

The landlord submitted evidence in the form of three critical incident reports involving the tenant which are automatically triggered in incidents involving assault or weapons. The landlord testified that each incident was reported to police. The landlord testified that the incidents all involved guests the tenant had let into the building. Guns were involved in two of the incidents. In the first incident a female and male guest were observed going back and forth from the tenant's unit with a machete and assaulting another tenant in the building. The tenant was present in his room at the time of the incident. The tenant was not physically involved but he is responsible for his guests. The tenant was charged but the charges against him were stayed. In a second incident, the tenant was observed on camera opening the gate to the building entrance for person who then entered and pulled a shotgun on another occupant of the building.

The tenant testified that in regard to the first incident he did not know who the person was. The tenant testified that this unknown person came into his room and physically took a guest out of his room. The tenant testified that in regard to the second incident involving a shotgun, the guest leaving his room was stopped by the police and was not

detained. The tenant testified that for the third incident he was not in the building at the time even though he was charged, the charged were stayed.

### Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Pursuant to section 47(4) of the Act, a tenant may dispute a One Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the One Month Notice.

I found the testimony of the landlord to be credible and to have the ring of truth to it. The landlord's testimony was supported by the documented critical incident reports on file. I found the tenant's testimony to not be very credible and lacking detail. I do not find it credible that the tenant for example did not know the person who entered his room and that this person forcibly took another person from the tenants room and then proceeded to carry out an assault on another occupant. I find the tenant knew who the persons involved in these incidents were and allowed them access to the property. Also, the tenant insisted that he had not been charged; however, this alone does not necessarily mean he has not breached the terms of his tenancy agreement. I find the tenant or specifically a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant of the residential property, seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant and put the landlord's property at significant risk.

I find that the landlord has provided sufficient evidence to justify that it had cause to issue the One Month Notice. I find that the One Month Notice issued by the landlord complies with the form and content requirements of Section 52 of the Act. The tenant's application to cancel the One Month Notice is dismissed and the landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant 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: June 06, 2022

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Residential Tenancy Branch