



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, OPC

Introduction

A hearing was convened on September 16, 2022 in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause.

Service of hearing documents for the Tenant's Application for Dispute Resolution was addressed in my interim decision of September 16, 2022.

The Tenant's Application for Dispute Resolution was joined with the Landlord's Application for Dispute Resolution for reasons outlined in my interim decision of September 16, 2022.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for an Order of Possession for Cause.

At the hearing on September 16, 2022 and in my interim decision of that date, I directed the Landlord to re-serve the Tenant, via email, with the Landlord's dispute resolution package and evidence the Landlord previously submitted to the Residential Tenancy Branch.

The female Agent for the Landlord stated that these documents were served to the Tenant, via email, on September 16, 2022 and the Tenant confirmed receipt of them on September 19, 2022. I find that the Agent for the Landlord's testimony in this regard appeared highly credible, as she appeared to refer to documents prior to providing these details. I therefore find that the above documents were served to the Tenant in

accordance with my directions. As the documents were properly served to the Tenant, the hearing on September 29, 2022 proceeded in the absence of the Tenant and the Landlord's evidence was accepted as evidence for the proceedings.

In my interim decision I gave the Tenant authority to serve evidence to the Landlord, via email. The female Agent for the Landlord stated that the Landlord did not receive any additional documents from the Tenant.

At the hearing on September 29, 2022, the participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

At the hearing on September 29, 2022, each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

At the hearing on September 29, 2022, the participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside or should the Landlord be granted an Order of Possession?

Background and Evidence

The female Agent for the Landlord stated that:

- this tenancy began on July 01, 2021;
- rent is due by the first day of each month;
- a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit on April 26, 2022;
- the One Month Notice to End Tenancy for Cause declared that the rental unit must be vacated by May 31, 2022;
- the One Month Notice to End Tenancy for Cause declares that the tenancy is ending because the tenant has allowed an unreasonable number of occupants in

the unit; 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; that the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk; that the tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant;

- the One Month Notice to End Tenancy for Cause was served in part, because of a physical altercation that occurred between the Tenant and her boyfriend in April of 2022, who is not a resident of the unit; and
- a neighbouring tenant became involved in the altercation and was injured as a result of her involvement.

The male Agent for the Landlord stated that he and the Tenant signed a mutual agreement to end the tenancy, which is effective on September 30, 2022.

The male Agent for the Landlord stated that a copy of the mutual agreement to end the tenancy was submitted to the Residential Tenancy Branch on September 23, 2022. He was advised that a document was submitted to the Residential Tenancy Branch on September 23, 2022, but it is not a mutual agreement to end the tenancy. Rather, it is a copy of the Notice of Dispute Resolution Proceeding.

Analysis

On the basis of the undisputed evidence, I find that the Landlord and the Tenant have a tenancy agreement which requires rent to be paid by the first day of each month.

Section 47(1) of the *Residential Tenancy Act (Act)* permits a landlord to end a tenancy by giving notice to end the tenancy if:

- a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of occupants in a rental unit;
- (d) 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;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - (i) has caused or is likely to cause damage to the landlord's property,
 - (ii) 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, or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;
- (g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [*obligations to repair and maintain*], within a reasonable time;
- (h) the tenant
 - (i) has failed to comply with a material term, and
 - (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;
- (i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [*assignment and subletting*];
- (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- (k) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;
- (l) the tenant has not complied with an order of the director within 30 days of the later of the following dates:
 - (i) the date the tenant receives the order;
 - (ii) the date specified in the order for the tenant to comply with the order.

On the basis of the testimony of the female Agent for the Landlord, I find that the One Month Notice to End Tenancy for Cause was posted on the Tenant's door on April 26, 2022. I find that this One Month Notice to End Tenancy for Cause properly informed the Tenant of the Landlord's intent to end the tenancy pursuant to sections 47(1)(c), 47(1)(d)(ii), and 47(1)(e)(ii) of the *Act*. The Landlord only needs to establish one of those grounds for ending the tenancy.

On the basis of the testimony that the Tenant and her boyfriend became involved in a physical altercation in April of 2022, which resulted in another occupant of the

residential complex being injured. I find that this is sufficient grounds to end the tenancy pursuant to section 47(1)(d)(ii) of the *Act*. I therefore dismiss the Tenant's application to set aside the One Month Notice to End Tenancy for Cause and I grant the Landlord's application for an Order of Possession.

Although I find there is insufficient evidence to conclude that the parties mutually agreed to end the tenancy on September 30, 2022, I am satisfied that the Order of Possession I am granting is not in conflict with that agreement.

Conclusion

I grant the Landlord an Order of Possession that is effective on at 1:00 p.m. on September 30, 2022. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, 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 *Act*.

Dated: September 29, 2022

Residential Tenancy Branch