



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order limiting or restricting the landlords access to the suite pursuant to section 70; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. The tenant acknowledged he received the landlords' documentary evidence, and that he did not submit any documentation for this hearing. The parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any

adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to an order limiting or restricting the landlords access to the suite?

Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

SW gave the following testimony. A One Month Notice to End Tenancy for Cause was issued on July 11, 2022 for the following reason:

Landlord's notice: cause

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

(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,

(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;

SW testified that the tenant has taken on numerous unauthorized occupants in his studio apartment which is in contravention of the tenancy agreement and the rules and regulations of the property. SW and the four witnesses all testified that the tenant has had numerous people coming to his suite at all hours of the day and night causing noise disturbances, yelling and screaming, and fighting in the hallways. DH testified that the tenant assaulted him and has uttered numerous threats to him. DH testified that he fears for his safety. SW testified that the tenant's behavior has gotten worse, despite

issuing the notice and being given numerous warnings and opportunities to correct their behavior.

RP test fight that he feels he is being singled out. RP testified that his friends that visit him are homeless and that he is trying to help them out as they did with him when he was homeless. RP testified that he feels that he is being bullied, harassed, and is afraid of what might happen if he loses his apartment. RP testified that he would like to stay for the foreseeable future.

Analysis

It is worth noting the following. At the outset of the hearing the tenant asked if he could appeal my decision “if things don’t go my way” prior to hearing any testimony from either party. In addition, when given the opportunity to respond to the landlords claim, the tenant used his time to discuss nonrelated issues and only briefly touched on the grounds the landlord issued the notice.

When a landlord issues a notice under Section 47 of the Act, they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord had four witnesses corroborate their position. All four of the witnesses explained how the tenant, his guests and the groups actions were a significant disturbance to other tenants and that they were concerned about safety. The landlord provided extensive documentation along with numerous breach letters warning the tenant of having a pet, issues in the laundry room, unauthorized occupants, and noise disturbances. Based on the above, I find that the landlord was justified in issuing the notice and further find that this tenancy must end on the basis that the tenant and his guests have “*significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.*”

Section 55 of the Act reads in part as follows:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Although neither party provided a copy of the One Month Notice to End Tenancy for Cause, both parties had it before them at the time of the hearing and both parties confirmed the form, content, and dates on the notice. I ensured that both parties were looking at the same document and information. I find that the landlord's 1 Month Notice dated July 11, 2022 was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the 1 Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act* along with the rest of the tenants application.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply. 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: December 13, 2022

Residential Tenancy Branch