



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NANAIMO AFFORDABLE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, AAT, LAT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on December 5, 2022. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Landlord confirmed receipt of the Tenant's Notice of Dispute Resolution Proceeding. The Landlord stated she only received one of the Tenant's evidence packages, but she was willing and able to proceed despite this. The Tenant confirmed receipt of the Landlord's evidence package on November 23, 2022. No service issues were raised.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss unrelated matters, with leave to reapply, on the Tenants' application with the exception of the following claim:

- to cancel the 1 Month Notice to End Tenancy for Cause.

Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord's Notice cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Tenant acknowledged receiving the Notice on or around July 8, 2022. The Notice indicates the following reasons for ending the tenancy on the second page:

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.*

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Under the Details of Cause, the Landlord stated the following:

Details of Causes(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.
Details of the Event(s): There have been multiple attempts to rectify the additional occupant situation. This is a single occupancy tenancy. [REDACTED] has been given ample opportunities to rectify the situation. On June 23rd 2022 [REDACTED] was instructed to provide proof of his guests place of residence which he has again failed to do. On the 23rd while posting this notice on his door, his guest became violent and aggressive to [REDACTED] staff in front of witnesses. The police were called. We have no other option than to serve this 30 Notice to End Tenancy.

The Landlord issued the Notice for several reasons. However, in this review, I will only address the facts and evidence which underpin my findings and will only summarize and speak to points which are essential in order to determine whether there are sufficient grounds to end the tenancy. In other words, my decision will focus on the first ground identified by the Landlord, as this ground is what my decision hinges upon.

The Landlord testified that there has been a history of issues with the Tenant, and one of his guests. The Landlord explained that well over a year ago, they started having conversations with the Tenant regarding his guest, who was staying over frequently, and that she was disrupting others in the building.

The Landlord stated that this is a supportive housing facility, and all individuals living in this building are marginalized, often with mental health challenges. The Landlord stated they are trying to protect their interests and safety as a Landlord, but also the wellbeing of others in the building. The Landlord stated and provided evidence showing that others in the building have complained numerous times about noise, disturbances, and other verbally harassing behaviour from the Tenant's guest.

The Landlord provided a detailed breakdown regarding the multiple incidents over the past couple of years. However, the Landlord stated that they issued the Notice because there was an incident with the Tenant's guest on June 23, 2022, where there was a violent interaction with the Landlord's agent, in the office.

More specifically, the Landlord stated that they have staff on-site from Monday to Friday, 9-5, in order to provide mental health support and assistance to the Tenants in the building. On June 23, 2022, the Landlord stated that they posted a letter on the Tenant's door, indicating they wished for the Tenant to provide proof that she had a residence elsewhere, and also that they wished to sign a new tenancy agreement reflecting the correct rental unit. Following this, the Landlord stated that the Tenant's guest came down the hall, waving the letter that was just posted, shouting that she is a guest and does not need to provide proof of residency elsewhere. The Landlord informed her that since she was not a Tenant, they could not speak directly with her about the issue.

The Landlord stated that about 5 minutes later, the Tenant's guest came back down to the office area, at which point the Landlord was in a meeting with another Tenant in the building. The Landlord stated that when the Tenant's guest came and tried to barge into the office, they were assisting another Tenant who was having her own mental health crisis. The Landlord stated that the Tenant's guest tried to force her way into the office,

while she was shouting, and as the Landlord went to close the door, the Tenant's guest "pushed" the door but the Landlord was able to close the door and lock it. Subsequently, the Landlord called the police (file # provided).

The Landlord provided an incident report, from A.P., detailing and corroborating the above noted events. Further, the Landlord also provided a witness letter from A.T. who observed some of the interactions.

The Landlord stated that even after the Notice was issued, there are repeated and ongoing complaints about the Tenant's guest, and she has now brought a young child into the rental unit, which was supposed to be a single occupancy room.

The Tenant asserts that the Landlord is manufacturing the police incident on June 23, 2022. The Tenant stated his guest attended the Landlord's office, but that she only put her arm up to prevent the door from being closed on her. The Tenant stated that there was no violence, and there is no evidence of violence in the police report. The Tenant stated this incident on June 23, 2022, was an isolated incident. The Tenant stated that he is trying to help his guest because she does not have other stable housing options.

Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings with respect to whether there are sufficient grounds to end the tenancy.

In the matter before me, the Landlord has the onus to prove that the reasons in the Notice are valid.

The Landlord entered into written evidence a copy of the Notice. The first issue the Landlord identified on this Notice was:

Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

I note the Landlord provided a detailed breakdown of issues they have had with the Tenant leading up to the Notice. The Landlord is largely taking issue with the Tenant's guest, and her disruptive and aggressive behaviour. I note this issue reached a tipping point on June 23, 2022, when the Tenant's guest attended their on-site office to discuss the letter that the Landlord had just posted on the Tenant's door. I note the Tenant asserts that there was no violence, and that it was the Landlord who tried to shut the

door on the Tenant's guest. However, in contrast to this, the Landlord provided a detailed incident report, speaking to the fact that the Tenant's guest was yelling, being physically aggressive, and unreasonably disturbed both the Landlord as well as other occupant of the building that they were helping in their office at the time the Tenant's guest appeared. I note the Landlord also provided a witness statement from someone who observed some of the interactions. When weighing these two versions of events, I find the Landlord has provided a more detailed and compelling version of events, and I have placed more weight on the Landlord's version. I find it more likely than not that the Tenant's guest was physically and verbally aggressive, on June 23, 2022, when she attended the Landlord's office. I accept that this would have unreasonably disturbed the landlord as well as the other occupant who was already in the office seeking assistance for her own "crisis."

I note the Tenant does not feel the Landlord provided enough details under the details of cause section of the Notice. However, I do not agree. I find there is sufficient detail such that the Tenant would reasonably understand the issues behind the Notice.

I find the Landlord has sufficient cause to issue the Notice. The Tenant's application to cancel the Notice is dismissed. The tenancy is ending, under the Notice, as described below.

Given my findings on this matter, it is not necessary to consider the other grounds listed on the Notice.

Under section 55 of the *Act*, when a tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the landlord an order of possession. Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

I find that the Notice complies with the requirements of form and content. I find the Landlord is entitled to an order of possession.

Conclusion

The Tenant's application to cancel the Notice is dismissed.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be 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 *Residential Tenancy Act*.

Dated: December 6, 2022

Residential Tenancy Branch