

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

Service of Documents

Both parties confirmed service of each other's evidentiary materials, and that they were ready to proceed with the hearing as scheduled.

Issues to be Decided

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

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

This tenancy began on or about May 15, 2022. As noted in the previous decision, I had found that rent is set at \$650.00, payable on the first day of the month.

The tenant was served with a 1 Month Notice dated December 31, 2024, for an effective date of January 31, 2025 on the following grounds:

1. The tenant has allowed an unreasonable number of occupants in a rental unit;
and
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.

4. The tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk;
5. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety, or physical well-being of another occupant;
6. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property;
7. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord

The landlord testified that the tenant and their guests, have, and continue to jeopardize the health and safety of other occupants and staff who work in the building. The landlord testified that the tenant has a dog that has attacked others in the building.

Additionally, the tenant allows guests into the building who conduct themselves in a manner that jeopardizes the safety of others. The landlord alleges that the tenant's friend, T.A., is regularly visiting the tenant in the building and was involved in a serious assault of the resident manager. The landlord testified that the charges are pending approval by crown counsel. The landlord submitted a video of the incident, as well as stills showing what the landlord states is a knife in T.A.'s hand.

The landlord also submitted photos of the hallway outside of the tenant's rental unit containing multiple objects that are left in the common hallway by the tenant's guests. The landlord testified that the building is a high fire risk building, and that in the event of a fire, a clear pathway is vital to ensuring that occupants can vacate the building safely. The landlord testified that the tenant has disregarded their repeated requests, and that bikes and belongings are constantly being left outside of the tenant's rental unit.

The tenant disputes the landlord's claims, and responded that the landlord has not been truthful about their allegations. The tenant testified that that dog has not attacked or bitten others.

The tenant also argued that they happen to be very popular in the community, and have a lot of visitors. The tenant argued that these visitors are not their problem, and argued that they cannot control other people's actions. The tenant confirmed that they do let their friends into the building, but argued that they should not be responsible for their actions as the tenant cannot control what their guests do.

Analysis

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

Section 47 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Section 47 of the Act states 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. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

As the Tenant disputed this notice within the time frame allowed by section 47 of the Act, I find that the Landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice.

Based on the evidence and sworn testimony before me, I find that sufficient evidence has been provided to warrant an end to this tenancy on the grounds provided on the 1 Month Notice, specifically that:

1. 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;

Although I accept that the tenant is popular and is entitled to have guests visit them in the building, the tenant is still responsible for the actions of their guests despite the tenant's belief that they cannot control them, and that their actions are not the tenant's problem.

The tenant confirmed in the hearing that they allow access to the building for those visiting the tenant. As a tenant in the building, the tenant is responsible for the actions of their guests and anyone they provide access to. Section 47 of the Act specifically allows a landlord to end a tenancy if a person permitted on the property by the tenant has seriously jeopardized the health or safety of another occupant or the landlord. In this case, the landlord provided sufficient evidence to support that the tenant or their guests repeatedly leave large objects such as bikes in the hallway, which poses a significant threat to others in the case of a fire or emergency where occupants and anyone in the building have to exit the building quickly.

I find that the tenant has failed, or has refused, to acknowledge how these actions are a significant problem. As a clear means of egress is extremely important in the case of a fire, especially in a multi-dwelling complex, the apparent lack of concern from the tenant about this issue is extremely concerning. I am satisfied that the landlord has sufficient grounds to end this tenancy for this reason.

For these reasons, I dismiss the Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act, without leave to reapply.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession.

As per RTB Policy Guideline #54, an Arbitrator has discretion to extend the effective date of an Order of Possession beyond the usual two days provided, and may consider various factors such as whether the rent has been paid, the length of the tenancy, and what would be considered reasonable provided the circumstances. As the tenant has been residing in the building since 2022, and would require time to find new housing, I exercise my discretion to extend the effective date of the Order of Possession to **April 30, 2025 at 1:00 p.m.**

Conclusion

The Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act is dismissed, without leave to reapply.

I grant an Order of Possession to the Landlord **effective by 1:00 PM on April 30, 2025, after service of this Order on the Tenant(s)**. Should the Tenant(s) or anyone on the premises 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 Act.

Dated: February 21, 2025

Residential Tenancy Branch