

## **DECISION**

### **Introduction**

This hearing dealt with Applications for Dispute Resolution from both the Tenant and the Landlord under the *Residential Tenancy Act* (the Act). The Tenant's Application for Dispute Resolution, filed on July 3, 2025 (the Application), is for:

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

The Landlord's Application for Dispute Resolution, filed on July 8, 2025 (the Cross Application), is for:

- An Order of Possession based on the One Month Notice under sections 47 and 55 of the Act

### **Service of Notice of Dispute Resolution Proceeding and Evidence**

Agent for the corporate Landlord, B.A. (the Landlord) acknowledged receiving the Notice of Dispute Resolution Proceeding from the Tenant and raised no concerns regarding service. I therefore find the Notice of Dispute Resolution Proceeding for the Application was duly served to the Landlord in accordance with the Act.

The Tenant acknowledged the Notice of Dispute Resolution Proceeding and the Landlord's evidence was delivered to him in person on July 10, 2025. The Tenant stated he had time to review the documents provided by the Landlord before the hearing, but that he was unable to view the videos on the flash drive before the hearing.

Based on the submissions before me, I find that the Notice of Dispute Resolution Proceeding for the Cross Application was served to the Tenant in accordance with section 89(1) of the Act.

I also find that the Landlord's evidence was served to the Tenant in accordance with section 88(a) of the Act. Although the Tenant did not view the video evidence before the hearing, because it was served to him in accordance with the Act, I find the video evidence to be admissible.

No evidence was received by the Residential Tenancy Branch (RTB) from the Tenant. The Tenant confirmed at the hearing that none was submitted.

## 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.

The parties agree that this tenancy started on June 1, 2022, and that the current monthly rent is \$1,293.00, plus \$75.00 a month for parking, due on the first day of the month. The Tenant paid a security deposit of \$625.00 at the start of the tenancy, which is held in trust by the Landlord.

It is undisputed that the One Month Notice was signed and dated by the Landlord on June 27, 2025, and that it was delivered to the Tenant in person on the same day. The effective date of the One Month Notice is August 1. The Tenant acknowledges receiving the One Month Notice on June 27, and he filed the Application on July 3.

In the One Month Notice, the Landlord alleges 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
- Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord
- Put the Landlord's property at significant risk

The details section of the One Month Notice refers to an incident that occurred on June 26, 2025, where the Tenant exposed himself on the rooftop and urinated into a garbage can. The Tenant allegedly took the urine-soaked garbage bag out of the garbage can and left it in the lobby of the rental property. The One Month Notice states the trail of urine left in the rental property created a biohazard and alleges that this is not the first time the Tenant has urinated in inappropriate places in the rental property.

The Landlord testified that they received phone calls from other occupants of the rental property regarding the Tenant urinating into the garbage can on June 26, 2025, which prompted the Landlord to review the security camera footage. The Landlord states the videos submitted into evidence confirm the June 26 incident occurred as alleged in the One Month Notice.

The Tenant does not deny that he urinated into the garbage can and that this occurred in front of another occupant of the rental property. The Tenant testified that he had a kidney infection at the time and had been put on medication that prevented him from being able to make it to a bathroom in time. The Tenant denies taking the garbage bag of urine into the elevator and leaving it in the lobby.

The Landlord testified that urine had been noticed in the elevator several times previously, but that this had not been directly linked to the Tenant. The Landlord testified that, after the One Month Notice was issued, another occupant of the rental property came forward to report that she had witnessed the Tenant urinate into a cup in the elevator. The Landlord states that a couple of other occupants have come forward with similar complaints regarding the Tenant.

The Tenant denies ever urinating in the elevator, stating that, if he was in the habit of doing so, he would have urinated in the elevator instead of in the garbage can on June 26, 2025, because there are no cameras in the elevator. The Tenant also states that people are in and out of the building all the time, spilling things in the elevator. The Tenant further testified that the June 26 incident would not have occurred if there were bathrooms on the roof.

The Landlord states that, because of the serious nature of the June 26, 2025 incident, the Landlord opted to issue a One Month Notice instead of first issuing a warning letter to the Tenant. The Landlord also explained that no formal complaints or witness statements from other occupants were provided because the Landlord believes the video evidence is sufficient to prove the validity of the One Month Notice.

The Landlord's evidence includes first and second warning letters regarding smoking and sexual harassment complaints, from June 2022, August 2023, February 2024, and April 2025. The Landlord states these issues are not relied upon as grounds for the One Month Notice, but that the letters were provided to show that the Tenant does not have a spotless record of complying with the rules of the rental property during the tenancy.

The Tenant states he did not provide medical evidence regarding his kidney infection or medication because he received treatment for this at the hospital and did not know how to go about getting a doctor's letter from the hospital.

## **Analysis**

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party who has the burden of proof must provide evidence over and above their testimony to prove their claim.

## **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(4) 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 RTB. If the

tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

It is undisputed that the One Month Notice was served to, and received by, the Tenant in person on June 27, 2025. Therefore, the Tenant had until July 7 to dispute the One Month Notice. As the Application was filed on July 3, I am satisfied the Tenant applied to dispute the One Month Notice within the required time. Therefore, the Landlord has the burden to prove that they have sufficient grounds to end the tenancy under section 47 of the Act by way of the One Month Notice.

Policy Guideline #55 explains that, to end a tenancy under the grounds of significant interference or unreasonable disturbance of another occupant, something more than the minor annoyances that ordinarily arise when occupying multi-unit buildings is required. The concept of unreasonable disturbance considers whether the action would disturb another “reasonable” occupant.

The Tenant does not dispute that he urinated into a garbage can in a common area of the rental property in the presence of another occupant on June 26, 2025. The Tenant states this action was a result of a temporary medical condition and side effects of the medication he was taking. The Tenant has not provided any medical evidence to support this claim.

The Tenant does dispute that he removed the urine-soaked garbage bag, took it into the elevator, and left it in the lobby of the rental property. However, the Landlord’s testimony that these actions occurred is corroborated by the videos submitted into evidence by the Landlord.

I accept the Landlord’s testimony that at least two other occupants of the rental property have complained about, and witnessed, the Tenant urinating in inappropriate places in the rental property. While the Tenant denies he had previously urinated in the elevator, he did not give me sufficient reason to question or doubt the Landlord’s testimony regarding the complaints from other occupants.

In any event, I find that the Tenant’s actions on June 26, 2025 meet the definition of “something more than the minor annoyances that ordinarily arise when occupying multi-unit buildings”, and I accept that this incident would reasonably disturb other occupants. I am also satisfied that the Tenant left a garbage bag of urine in the lobby of the rental property, and that this jeopardized the health and lawful rights of other occupants of the rental property.

Therefore, based on the evidence and testimony before me, I am satisfied on a balance of probabilities that the Landlord had sufficient grounds to issue the One Month Notice under sections 47(1)(d)(i) and (ii) of the Act. The Landlord is therefore entitled to end the tenancy.

For the above reasons, the Tenant's Application to cancel the One Month Notice under section 47 of the Act is dismissed, without leave to reapply.

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

I have reviewed the One Month Notice and find that it meets the form and content requirements set out in section 52 of the Act. Specifically, the One Month Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date of the One Month Notice, states the grounds for ending the tenancy, and it is in the approved RTB form. Therefore, I find that the Landlord is entitled to an Order of Possession.

Policy Guideline #54 sets out factors to consider in determining the effective date of an order of possession. I find that the relevant factors in the present case are as follows:

- The Tenant has resided in the rental unit for over three years
- The Tenant's monthly rent payments are up to date
- While the Tenant has unreasonably disturbed other occupants of the rental property, the disturbances are not malicious, hostile or violent

Policy Guideline #54 states that the effective date for orders of possession, when the effective date of the notice to end tenancy has already passed, have generally been set for seven days after the order is received. Further, it states that the arbitrator has the discretion to set the effective date of the order of possession based on what they have determined is appropriate given the totality of the evidence and submissions of the parties.

To balance the interests of both parties and in consideration of all the circumstances listed above, I grant the Landlord an Order of Possession effective at 1:00 PM on August 31, 2025. I further find that the tenancy ends on that date, per section 44(1)(f) of the Act.

## Conclusion

I grant an Order of Possession to the Landlord **effective by 1:00 PM on August 31, 2025, after service of this Order on the Tenant**. Should the Tenant 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.

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

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: August 5, 2025

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Residential Tenancy Branch