



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant on March 29, 2011 seeking to have set aside a one-month Notice to End Tenancy for cause dated and served in person on March 16, 2011.

As a matter of note, while the Notice to End Tenancy and the application both name the manager of the rental unit as landlord, the named landlord on the rental agreement is the housing society. Therefore, I have amended the style of cause to correct the application to name the housing society as respondent landlord.

In addition, I have accepted the evidence of the landlord that he submitted a package of evidence two weeks prior to the hearing by registered mail although it was not in hand at the time. As the tenant had the evidence before her, I permitted the landlord to enter it verbally.

Issues to be Decided

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

Background and Evidence

This tenancy began on June 1, 2010. Rent is currently \$500 per month plus \$31 for cable and the landlord holds a security deposit.

I note that the tenant's application was made three days after the ten days a tenant is permitted to file to contest a Notice to End Tenancy for cause as stated at section 47(4) of the Act and as repeated on page two of the Notice to End Tenancy. Though the 10

days had expired on a Saturday, the application was still one day late taking that into account.

The tenant submitted into evidence a copy of a Dispute Resolution Decision rendered in February 2011 in which a similar Notice to End Tenancy had been set aside for want of evidence. The landlord advised that he had been out of town for a number of weeks prior to the hearing and had not had time to prepare a response to the tenant's application.

The landlord stated that, after that, he had been willing to give the tenant another chance, but that within a few days of the first hearing, the tenant had been involved in two more serious incidents.

In one, the landlord stated that he had withdrawn the tenant's parking spot as she did not have a car and he did so in an effort to curb the frequent number of short term visitors to the tenant's unit. He stated that after he had placed a note on the windshield of a visitor using that spot, he was verbally assailed in the parking lot by the tenant who used the "f" 15 to 20 times to the horror of a number of other tenants. The landlord stated that in another incident, he had been threatened by a young male visitor to the rental unit.

One complaint involved the subject tenant asking another tenant for money and when refused, persisted and put her foot in the door to prevent the complainant from terminating the exchange.

In another incident, the another tenant who appeared as a witness stated that he had been involved in an altercation with the tenant in his apartment after she had come to retrieve funds he had been keeping in his safe at her request. The tenant, who is an amputee, said that police had attended at his request. He said the money has been returned.

Another witness gave evidence that she had been concerned about the large number of visitors both to the rental unit and cases of the tenant going to the parking spot for brief meetings.

The landlord review seven letters that had been sent to the society's head office from other tenants complaining of the activities of the applicant tenant. The complaints included frequent short term visitors to the subject tenant, disturbances, tenants being

frightened by the visitors, and too many overnight guests in the 500 square foot bachelor unit.

The landlord stated that licence numbers of a number of the visitors had been reported to police who advised that the owners were persons known to them and who police cautioned the landlord about having on the property.

Analysis

I find that the tenant has significantly disturbed other tenants and the landlord and jeopardized the lawful rights of the landlord as contemplated under section 47 of the *Act*.

As the tenant was late in bringing application and on the merits of the Notice to End Tenancy, I declined to set it aside for both reasons.

On hearing that determination, the landlord requested and I find he is entitled to an Order of Possession to take effect at 1 p.m. on May 15, 2011 pursuant to section 55(1) of the *Act*.

Conclusion

The Notice to End Tenancy of March 16, 2011 is upheld and the landlord issued with an Order of Possession to take effect at 1 p.m. on May 15, 2011.

April 20, 2011