



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC CNC MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order of Possession pursuant to Sections 47, and 55 for cause;
- b) A Monetary Order for unpaid rent pursuant to sections 46 and 67; and
- c) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Act for orders as follows:

- d) To cancel Notices to End Tenancy for unpaid rent and for cause.

SERVICE:

Both parties attended and the tenant claimed she did not receive the Notices to End Tenancy or the landlord's Application for Dispute Resolution. The landlord's site representative gave sworn evidence that the Notice to End Tenancy for cause was posted on her door on June 25, 2014 after he knocked twice without response and he saw the Notice had been removed from her door the next day. The landlord gave sworn evidence that the Application for Dispute Resolution was served by registered mail; it was verified online that delivery was attempted on August 13, 2014, several notices were left but when it was unclaimed by September 4, 2014, it was returned. I find the weight of the evidence is that the tenant was served according to section 88 with the Notice to End Tenancy and is deemed to be served with the Application for Dispute Resolution by registered mail in accordance with section 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated June 25, 2014 for cause. Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and obtain an Order of Possession? Has the landlord proved that rent is owed and the amount and are they entitled to recover the filing fee?

Or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced February 17, 2014, a security deposit of \$275 was paid and rent is currently \$550 a month. The landlord said they were not proceeding on the 10 day Notice to End Tenancy for unpaid rent as the tenant paid her rent. Regarding cause, the landlord said that almost from move-in, the tenancy presented problems to the other tenants in the building because of loud noise and partying. Due to numerous complaints, the tenant was issued warning letters on March 10, on April 7 and on June 2 but the problems continued. The RCMP had to be called numerous times because of the complaints. On one occasion, she had to be taken in handcuffs to hospital due to intoxication. Drug paraphernalia was found outside her door and a strong marijuana smell seemed to come from her unit.

The nurse witness said she attends the tenant's unit weekly, the tenant does not do drugs and keeps her unit very clean. She could not attest to noise at night. She pointed out that a male neighbour seems to engage in stalking and harassing behaviour and the any complaints from him should be suspect. The site representative said other tenants are going to move out if this situation continues as it is affecting their health and peaceful enjoyment significantly. He said he has witnessed the noise and partying personally when he attended the unit in the evening.

The parties discussed a possession date and agreed on October 15, 2014 but the landlord said the tenant had paid no rent for October and needed to pay \$275 for half the month plus a \$25 arrears fee as stated in the lease. The tenant did not dispute the amount owing.

In evidence is the Notice to End Tenancy, statements re. proof of service, registered mail receipt, the tenancy agreement, three breach warning letters, letters of compliant and a receipt for rent for August 2014 indicating it is 'for use and occupancy only'

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

The onus is on the landlord to prove on a balance of probabilities that there is good cause to end this tenancy. I find the weight of evidence supports the landlord's Notice to End Tenancy for cause pursuant to section 47. I find the tenant's and/or her guests' behaviour is significantly interfering with the peaceful enjoyment of a number of other tenants and jeopardizing their health as the loud noises and parties interrupt their sleep. Whether or not, the tenant uses any drugs herself, I find that there are some issues with the smell of marijuana that emanates from her suite from time to time and which is affecting the health of other residents. I find the fact that the RCMP had to attend on numerous occasions in respect to the behaviour of this tenant or her guests strongly supports the landlord's evidence. I find the landlord entitled to an Order of Possession effective on October 15, 2014 as agreed. I dismiss the tenant's Application to cancel the Notice to End Tenancy for cause.

Monetary Order

I find that the tenant has paid no rent for October 2014 so I find the landlord entitled to a monetary order for \$275 (half a month's rent) plus \$25 arrears payment as provided in the lease.

Conclusion:

I find the landlord is entitled to an Order of Possession effective October 15, 2014 and a monetary order as calculated below. I find the landlord is entitled to recover filing fees paid for this application. I dismiss the tenant's Application.

Calculation of Monetary Award:

Rent owed to October 15, 2014	275.00
Arrears payment due	25.00
Filing fee	50.00
Total Monetary Order to landlord	350.00

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: October 02, 2014

Residential Tenancy Branch

