Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OPC

Introduction

This is the final decision that deals with the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause and a landlord's application for an Order of Possession for cause. These matters had been sent back for a "new hearing" by the Supreme Court of British Columbia following a Judicial Review of a decision issued by another Arbitrator.

Both parties appeared or were represented during this proceeding and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

This proceeding was held over four dates. An interim decision was issued after the first and second hearing dates and they describe a number of preliminary and procedural matters. I have not duplicates those matters again in this decision. Accordingly, the interim decisions should be read in conjunction with this decision.

By way of this decision I have only reflected the procedural matters that arose on the third and fourth hearing dates, as outline below.

On the third scheduled hearing date, the tenant and her legal counsel did not appear. The landlords did appear and given the absence of the tenant I considered the tenant to have abandoned her application and the only matter discussed with the landlords was the effective date for an Order of Possession. Almost immediately after that teleconference call ended I determined that the tenant's counsel had notified a staff person with the Residential Tenancy Branch that they had experienced difficulty connecting to the teleconference call. The difficulty was attributable to use of an incorrect passcode. Rather than issue a decision which would surely be the subject to

an Application for Review which consume more resources I ordered the hearing rescheduled for another date with notification to both parties.

On the fourth and final day of hearing, all parties were in attendance. The parties confirmed that the landlord had served the tenant's legal counsel with the additional evidence I had ordered at the second hearing date. The tenant's counsel; however, objected to the landlord including evidence that was not ordered or authorized by me in the second interim decision. I heard arguments from both parties as to whether the additional evidence should be excluded. In keeping with interim decision of September 30, 2015 I had expressly provided that "no additional evidence may be submitted after the dispute resolution hearing starts, except as directed by the Arbitrator." Accordingly, I excluded the additional evidence that I had not ordered or authorized.

Also of note, given the time constraints of the final hearing date, I restricted the tenant's counsel from reading the tenant's affidavit during the hearing. Rather, I instructed him to summarize the most important points and I assured the parties that I would read the affidavit in its entirety before making this decision, which I have done.

The case involved a considerable amount of testimony, submissions and arguments, in both oral and written form, and numerous procedural matters were raised which resulted in an exceptionally time consuming proceeding not only during the hearing time but in providing my decision. Under section 77(1)(d) of the Act a decision is to be provided promptly and within 30 days of the proceeding concluding and I recognize that this decision has been issued 31 days after the last hearing date. However, section 77(2) also provides that "The director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30 day period in subsection (1) (d)."

Issue(s) to determine

1. Should the Notice to End Tenancy be upheld or cancelled?
2. If the Notice to End Tenancy should be upheld, has the tenancy been reinstated?
3. Is it necessary and/or appropriate to issue any orders to either of the parties?

Background and Evidence

The following tenancy details were undisputed by the parties. The tenant commenced occupancy of the subject rental unit in January 2008 under a tenancy agreement with a former landlord. A subsequent tenancy agreement was executed for a tenancy that commenced on January 31, 2009 for a one year fixed term that required the tenant to

vacate the rental unit by January 31, 2010 (the second tenancy agreement). Two pages of the second tenancy agreement were provided to me as evidence from the landlord. The second tenancy agreement provides for a monthly rent of $700.00 with a provision that rent increases by $100.00 where there is an additional occupant in the rental unit. Both parties agreed that there is no term in the tenancy agreement that prohibits smoking in the rental unit.

It was undisputed that the tenant did not vacate the rental unit upon the expiration of the second tenancy agreement and a subsequent tenancy agreement was not executed. Both parties appeared to have viewed the tenancy as having continued on a month to month basis upon expiry of the second tenancy agreement.

I heard that the tenant currently occupies the rental unit with her boyfriend, has a pet cat, and is currently paying rent in the amount of $790.00 per month.

The landlord served the tenant with a 1 Month Notice to End Tenancy for Cause dated May 30, 2014 (the Notice) indicating the following reasons for ending the tenancy:

- Tenant or a person a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- 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 or the landlord; and,
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

The tenant filed to dispute the Notice within the time limit for doing so.

The landlord submitted that there are four reasons for issuance of the Notice. I have heard several hours of testimony and submissions in this case, and I received a considerable amount of documentation and written submissions. I have considered all that is admissible under the Rules of Procedure in making this decision; however, with a view to brevity I have only summarized the parties' respective positions below.

1. The tenant permitted her cat to roam the common hallways.

The landlord submitted that the former manager issued warnings to the tenant, via notices and text messages, concerning her cat being in the hallway and that despite

these warnings the tenant continued to allow her cat to roam the hallway. The landlord submitted that on July 16, 2014 the tenant's cat sprayed in the common hallway which resulted in a smell in cat urine.

In her testimony, the tenant denied that she left her unit door open or allowed her cat to roam the common hallways. The tenant did acknowledge; however, that on one occasion her cat accidently entered the hallway when the tenant was retrieving a playpen from storage.

It was undisputed that the tenant tried cleaning the urine and offered to have the carpeting cleaned; however, the landlord did not pursue the tenant for compensation for the carpet cleaning.

The tenant explained that she tried to clean the cat urine so as to avoid further conflict with the manager in place at the time. The tenant alleged that she was being sexually harassed by the former manager. The tenant submitted that the cat that was responsible for the cat spray belonged to her former neighbour who is no longer a tenant at the property.

2. The tenant, or a person permitted on the property by the tenant, has smoked marijuana in the rental unit.

Smoking of marijuana is the illegal activity referred to on the Notice to End Tenancy. The landlord submitted that the tenant, or persons she permits on the property, has smoked marijuana on the property. The landlord received a complaint from the occupant living in the unit below that butts from marijuana cigarettes have landed on her window sill.

The tenant denied that she or persons she permits on the property ever smoked marijuana on the property. The tenant described how she is on the top floor; however, there are units on either side of hers from where the butts could have originated.

3. The tenant, or a person permitted on the property by the tenant, has thrown cigarette butts from the rental unit window(s).

The landlord submitted that complaints were received from the occupant residing below the tenant that cigarette butts are discarded from the rental unit and have landed on her window sill and countertop. The landlord has issued a breach letter with respect to the cigarette butts. The landlord also submitted that the tenant and others use the fire escape for socializing or other inappropriate uses such as spray painting objects.

The tenant acknowledged that there may be cigarette butts on the common property or on the window sill of the unit below; but, the tenant denied that she or persons she permits on the property smoke or discard cigarette butts out the window or on to the common property. The tenant submitted that the butts could have originated from other units on either side of her unit. The tenant also stated if a guest wants to smoke she would ask them to go outside and down the street or in the alley.

4. The tenant has permitted or created late night noise disturbances by way of loud music and/or guitar playing.

The landlord received complaints from the occupant living below the tenant that loud music and/or guitar playing can be heard coming from the tenant's unit and that the noise is especially disturbing to the occupant after 10:00 p.m. The landlord issued a breach letter to the tenant with respect to the noise complaints.

The tenant acknowledged that she has two guitars but claimed that she has only played the guitar one time during her tenancy and that it was during daytime hours. The tenant stated that upon hearing that a complaint had been made by the occupant living downstairs, the tenant left her flowers and a note asking that occupant to let her know if the noise was too loud. The tenant described the residential property as being an old building where noises are often heard from nearby units, but she denied responsibility for any unreasonable late night noise.

Reinstatement of Tenancy

It was undisputed that while these Applications have gone the dispute resolution process, with me and the previous Arbitrator; and through the Judicial Review process; the tenant has continued to pay rent, including rent increases. The tenant's legal counsel argued that payment of rent and issuance of the Notice of Rent Increase by the landlord constitutes a reinstatement of the tenancy. The landlord objected to that position on the basis the tenant and her boyfriend have continued to benefit from the use and occupation of the unit and that the landlord has pursued its Application for an Order of Possession, when originally heard, during the Judicial Review and during these proceedings.

Analysis

Upon consideration of everything before me, I provide the following findings and reasons with respect to each of the Applications before me.

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, based on a balance of probabilities, that the tenancy should end for the reason(s) indicated on the Notice. Where multiple reasons are indicated on the Notice a tenancy may be ended where only one of the reasons is proven. Below, I have analyzed each of the reasons that appear on the Notice to End Tenancy that is the subject of this dispute

Significant interference or unreasonable disturbance of another occupant or the landlord

Under section 28 of the Act every tenant has the right to quiet enjoyment of the rented premises. This includes freedom from unreasonable disturbance in their rental unit and use of common areas free from significant interference. The landlord has an obligation to protect the tenant's quiet enjoyment. Accordingly, where a landlord becomes aware that one tenant is breaching another tenant's quiet enjoyment the landlord is expected to take reasonable action to rectify the situation. The landlord's action against the offending tenant depends on the circumstances. Sometimes a verbal conversation is sufficient, other times written communication or warning is appropriate, or in severe cases the landlord may proceed directly to issuing a Notice to End Tenancy to the offending tenant.

In this case, the landlord received complaints from another tenant (the complainant) that the tenant plays loud music in her rental unit and discards cigarette and/or marijuana butts from her window. By way of an email dated September 25, 2015 the complainant describes the following offending behaviour: "very loud stereo music well after 10 pm, guitar playing (acoustic and electric with amplifier) incessantly and at all hours, and as recently as last weekend, cigarette ash and butts coming from the apartment and landing on my kitchen counters". Based on the complaint, in its entirety, I accept that the complainant was unreasonably disturbed by the tenant's actions or conduct. In response to this complaint the manager wrote a breach letter to the tenant dated September 25, 2013 and the manager indicates this was the second notice to her concerning noise and cigarettes being thrown from the window and the manager put the tenant on notice that another complaint would result in a "third and final one before an eviction is served". Based on this written communication from the manager, I find it

reasonable that the tenant would expect a third warning letter concerning noise and cigarette butts before receiving an eviction notice for these issues.

The next breach letter issued by the manager was dated April 8, 2014 but it did not concern noise or cigarette butts. Rather, the April 8, 2014 breach letter concerned the tenant's cat being in the hallway. While the manager had put the tenant on notice that her cat was seen and should not be roaming the hallways there was no indication that the cat's presence in the hallway had been source of disturbance or interference with other tenants before issuance of the Notice. Therefore, I only consider the allegations of loud music and discarding cigarette butts further in determining whether the tenant had unreasonably disturbed or significantly interfered with another occupant prior to issuance of the Notice.

The manager issued a letter to the tenant on May 8, 2014 and although the landlord submitted this letter as being the "third and final notice", after reading it in its entirety, I find that it is not a breach letter and certainly not a breach letter concerning noise or cigarette/marijuana butts. In the letter the manager does not indicate the tenant is in breach of the tenancy agreement or Act. Rather, the manager is responding to a note written to him by the tenant where she puts the manager on notice that she does not want to meet with him in person and that communication should be in a form mutually agreed upon. The manager opines that the tenant as being uncooperative although there is no obligation under the Act for a tenant to meet with a landlord in person. In fact, the Act provides in numerous provisions for written communication and notice; thus, I am of the view that if one party prefers written communication then that is acceptable. The manager also goes on to describe his obligations to maintain the property and that he must deal with complaints issued by other tenants. The manager then writes in the last paragraph that "I have not been able to meet with you, to give you the letter that I wrote you on April 8th (after the last incident with the door to your suite being open and your cat in the hallway), please find that also enclosed with this letter." Therefore, I see the May 8, 2014 letter as a manager's way of taking issue with the tenant's refusal to meet him in person and a means to communicate the reason that April 8, 2014 letter was being served one month after it was written.

The landlord did receive another email from the complainant on May 13, 2014 about very loud music "on multiple occasions, most recently on May 10, 2014." The complainant also states that cigarette and/or marijuana butts continue to land on her window sills. However, I do not see the issuance of a "third and final" breach letter to the tenant about noise and cigarette butts as the landlord indicated would happen in the September 25, 2013 breach letter before the Notice was issued on May 30, 2014.

While I appreciate the landlord's frustration in having to deal with this tenant multiple times concerning disturbing conduct I find that the appropriate action was to give the tenant another breach letter as the landlord indicated that would happen before issuing an eviction notice in the September 25, 2013 letter to the tenant. Accordingly, I find the issuance of the 1 Month Notice on May 30, 2015 was premature to end the tenancy for unreasonable disturbance or significant interference given the landlord's communication to the tenant that she would receive a "third and final" notice first.

Illegal Activity

The landlord was of the position that smoking of marijuana on the property, by the tenant or persons permitted on the property by the tenant, is an illegal activity and a basis to end the tenancy.

Residential Tenancy Branch Policy Guideline 32: *Illegal Activities* provides policy statements with respect to ending a tenancy for illegal activity. The policy guideline uses smoking of a marijuana cigarette as an example. The policy guideline provides, in part:

> The party alleging the illegal activity has the burden of proving that the activity was illegal. Thus, the party should be prepared to establish the illegality by providing to the arbitrator and to the other party, in accordance with the Rules of Procedure, a legible copy of the relevant statute or bylaw.
>
> In considering whether or not the illegal activity is sufficiently serious to warrant terminating the tenancy, consideration would be given to such matters as the extent of interference with the quiet enjoyment of other occupants, extent of damage to the landlord's property, and the jeopardy that would attach to the activity as it affects the landlord or other occupants.
>
> For example, it may be illegal to smoke a single marijuana cigarette. However, unless doing so has a significant impact on other occupants or the landlord's property, the mere smoking of the marijuana cigarette would not meet the test of an illegal activity which would justify termination of the tenancy.

As to whether smoking marijuana is illegal, the Policy Guideline refers to smoking of marijuana as being illegal; however, the Policy Guideline was written in January 2004. I am aware that the legality of possession small amounts of marijuana has been the source of much public protest and the subject of political debate and I am uncertain as

to whether smoking marijuana is illegal. The landlord did not present evidence to demonstrate that smoking marijuana was illegal at the time the Notice was served. However, the tenant was represented by legal counsel and the tenant's legal counsel did not argue that smoking of marijuana is legal. Therefore, I proceed to consider this matter as provided in the Policy Guideline. That being said, the landlord bears the burden to demonstrate that the smoking of marijuana in the rental unit has a significant impact on other occupants or to the landlord's property to meet the test for terminating the tenancy for an illegal activity.

The landlord did not present evidence that the smoking of marijuana presented a significant risk to the property. The landlord did have a letter of complaint from the tenant of the unit below the tenant's unit dated May 13, 2014 whereby the complainant describes butts from cigarette and marijuana to land on her window sill. I find the complaint is geared toward the disposal of the butt as opposed to the smoking of marijuana. I have addressed the issue of disposal of the butts under the previous section of this analysis as well as in the Orders I have issued to the tenant further below in this decision. However, I am unpersuaded that the act of smoking marijuana in the rental unit has significantly impacted another occupant. Therefore, I find the landlord has not sufficiently proven a basis for ending the tenancy due to illegal activity.

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

In order to end a tenancy for breach of a material term, the landlord must meet two criteria: 1) that the tenant breached a material term of the tenancy agreement; and, 2) that the tenant continued to breach the material term or the breach recurred despite receiving written notice of the breach from the landlord. .

The landlord had provided copies of three letters issued to the tenant prior to the issuance of the Notice that are dated: September 25, 2013; April 8, 2014; and May 8, 2014. Below, I have summarized the content of the letters.

- On September 25, 2013 the manager raised concerns about noise levels coming from the rental unit with specific reference to guitar playing; and, cigarettes being discarded from a window of the rental unit. The letter goes on to say that the "next notice" will be the third and final notice before an eviction notice is served.
- On April 8, 2014 the manager raised concerns about the tenant's cat being seen in the hallway. The manager reminds the tenant that the hallway is not an extension of the rental unit and that the door to the rental unit should be kept closed.

- On May 8, 2014 the manager is responding to a note written to him by the tenant where she puts the manager on notice that she does not want to meet with him in person and that communication should be in a form mutually agreed upon. The manager opines that the tenant as being uncooperative and describes his obligations to maintain the property and that he must deal with complaints issued by other tenants. The manager also writes in the last paragraph that "I have not been able to meet with you, to give you the letter that I wrote you on April 8th (after the last incident with the door to your suite being open and your cat in the hallway), please find that also enclosed with this letter."

For reasons described previously in the analysis, upon reading the May 8, 2014 letter in its entirety, I do not consider it to be a breach letter. Rather, I see two breach letters before me: the one dated September 25, 2013 and the one dated April 8, 2014.

Based on the content of the letters of September 25, 2013 and April 8, 2014 I find the breaches pertain to loud noise, discarded cigarette butts, and, a cat being in the common areas of the residential property. Thus, I must determine whether the landlord has established that such conduct or actions constitute a breach of a material term of the tenancy agreement.

As provided in Residential Tenancy Policy Guideline 8: *Unconscionable and Material Terms* "A material term is a term that the parties both agree is so important that the most trivial breach of that term gives the other party the right to end the agreement." In this case, the landlord did not point to a specific term in the tenancy agreement that was breached by the tenant in the landlord's oral and written submissions to me. However, I was provided two pages of a written tenancy agreement that I have reviewed. Although the tenancy agreement before me indicates that the tenancy was to end January 31, 2010 neither party presented an argument as to whether the terms reflected in the expired written agreement continued with the tenant's continued occupation of the rental unit. In any event, the two pages of the tenancy agreement before me provide for: the identity of the parties; the duration of the tenancy; the amount of rent payable; terms regarding ending the tenancy, among other things; however, the tenancy agreement before me does not include provisions regarding conduct of the tenant, or persons permitted on the property by the tenant, or keeping of animals. Accordingly, I find the landlord did not establish that the tenant's conduct or actions were in violation of a material term of the tenancy agreement.

Summary

For the reasons given above, I find the landlord has not established that the tenancy should end for any one of the reasons indicated on the May 30, 2014 Notice to End Tenancy and I cancel the Notice with the effect that the tenancy continues at this time. Accordingly, the tenant's application is granted and the landlord's application is dismissed.

Having cancelled the Notice I have not given further consideration the parties' arguments as to whether the tenancy was reinstated.

Orders to tenant

Pursuant to section 62 of the Act I have the authority to make orders to either party. As a delegated authority of the Director my authority includes:

> **62** (1) The director has authority to determine
>
> (a) disputes in relation to which the director has accepted an application for dispute resolution, and
>
> (b) any matters related to that dispute that arise under this Act or a tenancy agreement.
>
> (2) The director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this Act.
>
> (3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

Considering I have cancelled the Notice on the basis the tenant did not receive a "third and final" breach letter before the Notice was issued, I find it appropriate to put the tenant on notice that she should consider the Notice to End Tenancy and these proceeding as the "third and final" notice that the tenant must not permit loud music to be played, including the playing of guitars, that would be disturbing to another occupant of the building. It is important to note that I purposely did not use the word "unreasonably" in requiring that music not be disturbing. This is because noise may be viewed as being "unreasonably disturbing" where it is on-going or repeated as provided under Residential Tenancy Policy Guideline 6: *Right to Quiet Enjoyment*. I find I am

satisfied by the complaints from the tenant living in the unit below the tenant that she has been disturbed on multiple occasions by loud music, especially late at night, coming from the tenant's unit. I rejected the tenant's testimony that she only played the guitar one time in her five-year tenancy as being unbelievable and unlikely. While the tenant submitted emails written by other tenants claiming that they have not been disturbed by loud noises coming from the tenant's unit, I found the complainant was very specific as to the nature of the disturbances she has experienced and I found her complaints to be with merit. It is also important to recognize that location and proximity of one unit to another can be a factor in how much noise transference occurs; meaning a tenant in one unit may hear more than a tenant in another unit. Thus, I am of the view that one more complaint of loud music, including guitar playing, is sufficient for the landlord to proceed to issue another Notice to End Tenancy without issuing another breach letter to the tenant.

I am also of the view that having cigarette and/or marijuana butts land on one's window sill and countertop is disgusting and that to discard or allow butts to be discarded out of a window is unacceptable. While the tenant denied doing such things during the proceedings, I note that when she was issued the breach letter of September 25, 2013 I did not see a denial or objection to the allegation communicated back to the landlord. During the hearing, my overall impression of the tenant was that her approach is to do deny everything for which there are consequences and make assurances where she sees it beneficial to do so. I find that on a balance of probabilities that it is most likely that the butts come straight down to the window sill below and not diagonally as suggested by the tenant; meaning the butts are originating from the tenant's rental unit, whether by her or persons she permits on the property. Therefore, this decision is to serve as the tenant's "third and final" notice concerning discarding cigarette/marijuana butts out the window and one more complaint of such conduct shall be a basis for the landlord to proceed to issue another Notice to End Tenancy without issuing the tenant another breach letter.

As to the tenant's cat being in the hallway, I did not end the tenancy because I was not satisfied that the cat's mere presence in the hallway before the Notice was issued met the threshold for eviction on May 30, 2014 and the incident of cat urine in the hallway took place after the issuance of the Notice. The parties were in dispute as to whether it was the tenant's cat that was responsible for the urine. I preferred the landlord's submission that the cat urine was most likely from the tenant's cat over the tenant's denial and submission that it was a cat of another tenant. I make this decision to prefer the landlord's submission considering the tenant had received multiple messages from the manager about her cat being in the hallway and that the tenant actually tried cleaning the urine and offered to pay for carpet cleaning. I found the tenant's reason for

taking responsibility, to avoid conflict with the manager, to be unlikely. Rather, I would expect that a person trying to avoid conflict would not admit to something that would have consequence if in fact they were not responsible. I also noted that in the tenant's own communication with the landlord she implies that her cat had been in the hallway previously and that she leaves her rental unit ajar. For example, in the email of April 29, 2014 the tenant writes that "[the manager] also has shown signs of stalking the hallway I live in, for example if my door is ajar" [my emphasis added] and in an email she wrote July 21, 2014 she writes "My cat does not go in the hallway anymore" [my emphasis added]. Further, I found the tenant's rebuttal evidence, being an email that was purportedly written by a former tenant, unpersuasive since the author was not subject to examination and that person had not provided contact information. The email the tenant was relying upon was purportedly written by a person that would suffer no consequences at this point in time for taking responsibility for the cat urine in the hallway. Therefore, with a view to avoid future disputes concerning the tenant's cat in the hallway and the risk for damage to the landlord's property and disturbance to other tenants, I find it appropriate to order that the tenant must not permit her cat to be in the hallway at any time except for purposes of transporting the cat to and from the rental unit, such as to a veterinary appointment, in a proper pet carrier.

In light of the above, **I issue the following orders to the tenant:**

1. The tenant must not permit or allow music, including guitar playing, to be played at a volume that would be disturbing to another occupant of the building. The tenant is responsible for conveying this requirement to any person she permits in the rental unit and shall be in violation of this order if she or any persons she permits in the rental unit violates this order.
2. The tenant must not permit or allow cigarette butts, marijuana butts, or any other garbage to be discarded from the windows of her rental unit. The tenant is responsible for conveying this requirement to any person she permits in the rental unit and the tenant shall be in violation of this order if she or any persons she permits in the rental unit violates this order.
3. The tenant must not permit or allow her pet, or any other animal she permits in the rental unit, to be in the hallway or common areas of the building with the exception of transporting the pet to and from the property in a proper pet carrier. The tenant is responsible for ensuring that any occupant of the rental unit, guest, or house-sitter is aware of this requirement as the tenant shall be responsible for any violation of this order.

The above described orders shall be effective immediately upon the tenant's receipt of this decision.

Should the tenant violate any of the above described Orders, the landlord is permitted to serve the tenant with a 1 Month Notice to End Tenancy for Cause indicating the appropriate reason which may include: *the tenant has not complied with an order of the director* as provided under section 47(1)(l) of the Act.

Conclusion

The 1 Month Notice issued on May 30, 2014 has been cancelled with the effect that the tenancy continues at this time. I have issued Orders to the tenant by way of this decision and a violation of any one of my orders is a basis for the landlord to issue another 1 Month Notice to End Tenancy for Cause.

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: January 15, 2016

Residential Tenancy Branch