

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking an order to cancel a Notice to End Tenancy issued to her for cause.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Should the Notice to End Tenancy be cancelled?

### Background and Evidence

The Landlord issued the Tenant with a one month Notice to End Tenancy on June 15, 2009, with an incorrect effective date of July 15, 2009. As incorrect effective dates are automatically corrected under the Act, the corrected effective date of the Notice is July 31, 2009.

The Landlord alleges in the Notice that the Tenant adversely affected the quiet enjoyment, security, safety or physical well being of another occupant or the Landlord.

The Notice arises from an incident between the Tenant and her neighbour.

The Tenant alleges she has a severe allergy to cats. Her neighbour had let her cats out onto an exterior deck that is common property to all the rental units on that level. There are no partitions between the fronts of the units, just the long deck, with unit doors opening onto the deck.

According to the evidence of the neighbour the Tenant started screaming at her about her cats being on the deck in front of the subject rental unit. She alleges the Tenant screamed obscenities at her, and threatened to shoot all the cats. She further alleges the Tenant threatened to shoot or spray the cats in front of the subject rental unit and throw them off the balcony deck. The neighbour also alleges that the Tenant screamed at her that she would be responsible for all the Tenant's medical bills due to her allergies to the cats. The neighbour, according to her statement, felt threatened and phoned the police who directed her to notify her Landlord about the Tenant's threats.

The Landlord testified that the building has a pet friendly policy and that the neighbour has the cats with permission of the Landlord. He testified there are many other pets in the building. He testified that this Tenant has had prior disagreements with the neighbour and other occupants in the building as well.

The Tenant acknowledged she knew of the pet friendly nature of the building prior to moving in. She denies threatening to kill the neighbour's cats, although she does acknowledge she did threaten to throw the cats off the balcony deck.

The witness for the Tenant testified that he witnessed the events in question and did not hear the Tenant threaten to shoot the cats. He agreed he heard the Tenant tell her neighbour that she would throw the cats off the deck. He also testified that he did not hear the neighbour reply, yell or talk to the Tenant during this event.

### Analysis

Based on the evidence provided, the affirmed testimony, and on a balance of probabilities, I find that the Notice to End Tenancy is valid, as the Tenant has adversely affected the quiet enjoyment and security of another occupant.

Therefore, I find I must dismiss the Tenant's Application for Dispute Resolution to cancel the Notice.

Following my dismissal of the Tenant's claim, the Landlord orally requested an Order of Possession. Pursuant to section 55 of the Act, I must grant that request.

I grant the Landlord an Order of Possession effective at **1:00 p.m. August 31, 2009.**

### Conclusion

The Tenant has adversely affected the quiet enjoyment and security of another occupant, and therefore I find the Notice to End Tenancy is valid. The Tenant's claim is dismissed. The Landlord was granted an Order of Possession pursuant to section 55 of the Act.

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: August 06, 2009.

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Dispute Resolution Officer