

DECISION

Dispute Codes CNC, MNDC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the *Act*) for the following:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause pursuant to section 47; and
- a monetary order for money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67.

Both parties attended this hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that he left the notice to end tenancy in the tenant's mailbox on June 4, 2010. The tenant testified that she gave the landlord her application for dispute resolution on or about June 15, 2010. Both parties confirmed that they received these documents and evidence packages. I am satisfied that the parties were served with documents in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a cancellation of the landlord's notice to end tenancy? Is the tenant entitled to a monetary order?

Background and Evidence

This tenancy commenced on September 1, 1979. The tenant presently pays \$702.00 in monthly rent on the first of each month. The landlord continues to hold the tenant's \$132.00 security deposit paid on August 31, 1979.

Background and Evidence - Notice to End Tenancy for Cause

The landlord testified that his company issued the One Month Notice to End Tenancy for Cause because the tenant is significantly interfering with and unreasonably

disturbing other occupants in her rental property and the landlord. The landlord did so after his company received a number of letters of complaint from other residents of the tenant's rental complex. He submitted into evidence three written statements from tenants in this woman's rental complex describing her behaviours and the disturbance she causes to others who live there. He said that the landlord and other tenants were particularly concerned about an incident that occurred at 11:45 p.m. on May 25, 2010. In that incident, other tenants reported that the tenant was outside the building screaming and yelling that her neighbours were attempting to set fire to the building and were walking around on the roof. No one could see any evidence of any of this occurring. He testified that tenants and the landlord are worried about the tenant's fixation on fire issues.

The landlord testified that the tenant continues to make frequent calls to the landlord to ask for inspections of alleged activities of her neighbours. He testified that staff were sent to investigate the tenant's allegation that her neighbours were accessing her rental unit by entering her property through her attic. He said that the tenant has submitted many complaints about the neighbours' dogs, claiming on one occasion that the neighbours were burning animal feces on their barbeque. Another time the tenant alleged that the neighbours had dumped snails on her doorstep. The landlord said the tenant claimed that the neighbours had "saran-wrapped" a tenant in the tenant's apartment. He said that on each occasion when staff have been sent to investigate these allegations, they have been unable to confirm her claims. He said that from August 13 until August 24, the tenant placed nine phone calls complaining about the neighbours' actions. In three of these calls, she asked for inspections of alleged holes drilled in the wall by her neighbours. He said that staff have searched the premises on previous occasions and have been unable to find any of these alleged holes. The landlord testified that the tenant's actions and her ongoing series of unfounded complaints significantly interfere with and unreasonably disturb other tenants in her building and the landlord.

The tenant did not dispute this evidence and testified that the neighbours are terrorizing her with blow torches, climb on the roof and step on “crinkly” paper to disturb her. She said that her neighbours drilled through her wall one night at 4:30 a.m.

Analysis - Notice to End Tenancy

The landlord has issued a One Month Notice to End Tenancy for Cause pursuant to section 47(i) of the *Act* alleging that the tenant has “significantly interfered with or unreasonably disturbed another occupant or the landlord.”

The evidence submitted and the sworn testimony of the landlord and the tenant has persuaded me that the landlord was correct in issuing a Notice to End Tenancy for Cause. There is insufficient evidence to substantiate any of the tenant’s allegations about her neighbours. There is evidence that the tenant’s ongoing pattern of behaviour has escalated to a point where she is significantly interfering with and unreasonably disturbing others in her complex and the landlord. The landlord’s undisputed evidence regarding the May 25th incident and the tenant’s own testimony regarding what is occurring in her building lead me to this conclusion. I dismiss the tenant’s application to cancel the Notice to End Tenancy.

At the hearing of this matter the landlord requested an Order of Possession. Having dismissed the tenant’s application to cancel the Notice to End Tenancy, I therefore issue the Order of Possession. I order the tenant to vacate the rental premises by one o’clock in the afternoon on September 30, 2010.

Background and Evidence- Tenant’s Application for a Monetary Order

The tenant applied for a monetary order from the landlord for the expenses she incurred in renting hotel rooms. She said that she was forced to do so because she was scared to stay in her rental premises due to the constant harassment directed at her by her neighbours. She submitted \$2,421.33 in receipts for many nights in March, April and May 2010 when she stayed in hotel rooms.

Analysis – Tenant's Application for a Monetary Order

I dismiss the tenant's application for a monetary order for reimbursement of her hotel expenses by the landlord. The tenant made the decision to stay in a hotel room instead of staying in her rental premises during this period. The tenant has not provided sufficient evidence to demonstrate that the landlord bears responsibility for the tenant's hotel bills.

Conclusion

I dismiss the tenant's application to cancel the Notice to End Tenancy. I grant the landlord an Order of Possession to take effect at one o'clock in the afternoon on September 30, 2010. I dismiss the tenant's application for a monetary order.

The landlord is provided with a formal copy of an Order of Possession. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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*.