

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a notice to end tenancy for cause.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on July 9, 2010. Mail receipt numbers were provided in the Tenant's evidence. The Landlord confirmed receipt of the hearing package.

The Landlord and Tenant appeared acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

Is the Tenant entitled to an Order to cancel the 1 Month Notice to End Tenancy issued for Cause in accordance with Section 47 of the *Residential Tenancy Act*?

Background and Evidence

The undisputed testimony was the Tenant took possession of the rental unit sometime in 2003 or 2004 and did not permanently reside at the unit until September 2006. Rent is payable on the first of each month in the amount of \$299.00. No security deposit was paid by the Tenant.

Counsel for the Landlord presented their evidence which included amongst other things copies of seven letters issued by other tenants.

The Landlord is a volunteer with a society who operates the rental unit for low income seniors who are able to live independently. In the course of his volunteer work the Landlord has had to deal with numerous telephone calls from this Tenant which he refers to as a nuisance. Then in December 2009 he heard word of rumours that were being spread by the Tenant about him and at first he laughed them off. The tenant who told the Landlord of the rumours suggested that the Landlord take the rumours seriously. The Landlord decided to take the rumours serious and issued a letter to the Tenant on January 30, 2010 advising the Tenant "to cease and desist from this malicious gossip". It was after issuing this letter that the Landlord began to hear about these rumours at the local grocery store and gas station. These rumours are now beginning to upset the Landlord's wife and other tenants. The rumours continued so on June 21, 2010, the Landlord personally served the Tenant a second letter and a 1 Month Notice to end Tenancy for Cause. The front page of this Notice was not completed properly.

The Landlord testified that between June 21, 2010 and July 1, 2010 the Landlord was advised that the Tenant was continuing to spread rumours so a second 1 Month Notice to End Tenancy was issued on July 1, 2010, and personally served to the Tenant in the presence of a witness. Both Notices were issued for the following reasons: (1) The Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and (2) The Tenant has engaged in illegal activity that has adversely affect the quiet enjoyment, security, safety, of another occupant or the landlord.

It is the Landlord's position that the letters submitted in evidence from the other tenants support how the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and adversely affect the quiet enjoyment, security, safety, of another occupant or the landlord. It is also the Landlord's position that it is his lawful right to be free from defamation and that the Tenant has interfered with this lawful right by spreading her malicious rumours.

The Tenant confirmed receipt of the two letters and the two 1 Month Notices to End

Tenancy for Cause. It is her position that these Notices were issued to her because she has been complaining about problems in her unit. She is upset the Landlord is using other people to get at her and she questions why he only had seven letters when there are 25 buildings here. None of these letters are dated prior to 2010 yet they speak about things from 2007 and 2008. The Tenant was initially going to dispute the Notice however now she feels the Landlord has turned people against her. She wants to move as soon as she can find another place and asks that she be able to stay in the unit until she can secure another unit.

The Landlord was not in favour of ending the tenancy at an undetermined date and requested that I issue an Order of Possession effective September 30, 2010.

The parties agreed that if the Tenant was able to find another unit prior to September 30, 2010, the parties would enter into a mutual agreement to end the tenancy at an earlier date.

Analysis

All of the testimony and documentary evidence was carefully considered.

Upon review of the 1 Month Notice to End Tenancy issued July 1, 2010, I find the Notice was served upon the Tenant in a manner that complies with section 89 of the Act. Upon consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the Notice. That being said I hereby dismiss the Tenant's application to cancel the Notice.

Section 55 of the Act provides that an Order of Possession must be provided to a Landlord if a Tenant's request to dispute a Notice to End Tenancy is dismissed and the Landlord makes an oral request for an Order of Possession during the scheduled hearing.

Conclusion

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **September 30, 2010, at 1:00 p.m. after service on the Tenant.** This order may be filed in the Supreme Court and enforced as an order of that Court.

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 30, 2010.

Dispute Resolution Officer