

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant seeking to have set aside a one-month Notice to End Tenancy for cause served on September 15, 2010 and setting an end of tenancy date of October 31, 2010. Cause cited on the notice was that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord.

Issues to be Decided

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

Background and Evidence

This tenancy began in June of 1990 and rent is \$572 per month. There is no record of a security deposit having been paid.

As a matter of note, the conduct of the applicant tenant figured largely in a hearing on July 8, 2010. That hearing dealt with an application by a neighbour of the subject tenant because that tenant claimed to have suffered constant severe loss of quiet enjoyment due entirely to the conduct of the present applicant.

The neighbouring tenant appeared at the hearing under Summons.

After repeatedly reporting the conduct of the present applicant from the beginning of his tenancy in October of 2008 and throughout 2009 without resolution, the neighbouring tenant moved out in 2010 leaving unpaid rent. Reasons cited for his leaving in that hearing were conduct from the present applicant including verbal abuse heard through the wall, banging on the tenant's door and outside balcony railings, noise disturbances in the hallway, and interrupted sleep at night.

In the result, the parties entered into mediated negotiations in which the landlord was permitted to retain the tenant's security deposit and agreed to pay the tenant \$1,000 in compensation for the landlord's failure to protect the quiet enjoyment of the tenant in full and final settlement.

The building manager stated that she had assumed her duties in January 2010. She said that the applicant tenant had been represented to her as having worked for the landlord under the supervision of her predecessor who had held the post for thirty years and was a friend of the applicant. In fact, the landlord stated that he was unaware that the applicant had worked for him until advised by the new building manager. He expressed curiosity as to why the applicant had not had a rent increase throughout the tenancy.

The new manager stated that she had fired the applicant early in her tenure after the tenant had without notice or invitation entered the rental unit of two female tenants and moved furniture. She said the female tenants complained to her and expressed alarm that the tenant had been able to enter their unit without consent. The tenant said he had merely been trying to assist the new tenants by giving them a chair. The building manager took the pass key back.

By letter of February 21, 2010 to the tenant, the building manager reviewed the complaints against the tenant including a new one of swearing a pigeons on his balcony loud enough to cause passersby to take notice.

The landlord who normally resides outside of Canada stated that on a visit to the rental unit in March 2010 he observed the tenant screaming profanities at no visible receiver but that he was much concerned as there is a school within earshot of the rental unit.

The building manager stated that complaints about the applicant have continued but that the complaining tenants were afraid to put their concerns in writing as they find the applicant menacing and intimidating and they fear reprisal.

Analysis

Section 47(1)(d)(i) of the *Act* provides that a landlord may issue a Notice to End Tenancy for cause in circumstances in which the tenant has “significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.”

I find that the preponderance of evidence strong supports the landlord’s assertion that the tenant has been the cause of such disturbance and interference which appeared to continue even after the building manager’s written warning.

Perhaps emboldened by the length of his tenancy and working with the former manager, the tenant appears to have shown little consideration of those around him. Among the results of his conduct, another tenant suffered enough to end his tenancy and the landlord not only lost that tenancy but had to compensate that tenant \$1,000, among other losses.

Therefore, I find that the Notice to End Tenancy of September 15, 2010 was lawful and valid, and I declined to set it aside.

On hearing that determination, legal counsel for the landlord requested, and I find he is entitled to, and Order of Possession pursuant to section 55(1) of the *Act* to take effect at 1 p.m. on October 31, 2010, the effective date of the Notice to End Tenancy.

Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on October 31, 2010.

October 22, 2010