



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MT

### Introduction

This hearing dealt with the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared at the hearing 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.

The tenant had also requested an extension of time to file this application; however, I determined the tenant had filed to dispute the Notice within the required time limit and a request for an extension was not necessary.

### Issue(s) to be Decided

Should the Notice to End Tenancy be upheld or cancelled?

### Background and Evidence

The tenancy commenced March 10, 2008 and the tenant pays subsidized rent on the 1<sup>st</sup> day of every month. On November 8, 2011 the tenant was personally served with a 1 Month Notice to End Tenancy for Cause (the Notice) with an effective date of December 31, 2011. The Notice indicates the reason for ending the tenancy is because the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed other occupants or the landlord.

It was undisputed that the tenant received a written letter from the landlord dated June 28, 2011 warning the tenant that the landlord had received written complaints about the tenant's aggressive attitude and foul language towards other tenants (herein referred to as the warning letter). The tenant is cautioned that this behaviour is unacceptable and further occurrences will result in an end of the tenancy. The warning letter refers to the former manager and other housing committee representative speaking to the tenant about these issues.

The tenant denied that the former manager or any housing committee members spoke to him, as stated in the letter. However, the tenant acknowledged that upon receiving the letter he was aware that his behaviour was been considered disturbing by other tenants and the landlord.

The landlord submitted that the Notice was issued because the landlord received three written complaints about the tenant's aggressive and inappropriate behaviour since the warning letter was issued. Another written complaint was received after the Notice was issued.

The landlord provided copies of the written complaints as evidence for this proceeding. The three written complaints received after the warning letter involve situations where the tenant was:

1. Yelling and screaming at another tenant person in the parking lot.
2. Insulting another tenant in the lobby of the building.
3. Showing a knife and tapping on the railing with the knife while he talked to another tenant.

The tenant responded by acknowledging that he has anger management issues and Impulse Control Disorder; however, the tenant submitted that he works at controlling his anger and impulses on a daily basis. The tenant responded to each specific incident as follows:

1. The tenant left an apology note for the man he yelled at in the parking lot.
2. The tenant had requested another tenant sign a document for him and when that tenant refused he accused the other tenant of having something personal against him. The tenant acknowledged that a few more words were exchanged with that other tenant.
3. The tenant carries a paring knife for his apple. The knife fell out of his pocket while he was talking to another tenant which surprised the tenant he was speaking to. The tenant proceeded to sharpen the knife on a concrete column while he was talking to the other tenant but he did not realize at the time that such conduct was disturbing. The tenant realizes now that such conduct could be seen as disturbing.

The tenant also responded to a notation in the landlord's evidence that he was seen carrying an axe or hatchet. The tenant objected to the landlord's characterization of these items as weapons. The tenant submitted that they are tools and explained that he had them because his mother gave them to him.

The landlord questioned the tenant's submission that he is in therapy for his anger or impulse control issues. The landlord submitted that in meeting with the tenant in the recent past the landlord asked the tenant about therapy and the tenant stated that he was not getting therapy. During the hearing, the tenant claimed that a psychiatric team is being assembled to aid him.

### Analysis

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.

As pointed out by the landlord during the hearing, the landlord has an obligation to protect the quiet enjoyment of all tenants at the residential property. In accordance with section 28 of the Act, quiet enjoyment includes freedom from unreasonable disturbance and use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Policy Guideline 6 deals with quiet enjoyment. The policy guideline provides that a landlord cannot sit idly by while others frequently interfere with the quiet enjoyment of other tenants; otherwise, the landlord may be found to be in breach of the covenant of quiet enjoyment.

Upon review and consideration of all of the evidence before me, I find, based on the balance of probabilities, that the tenancy should end because the tenant has significantly interfered with and unreasonably disturbed other occupants. I make this finding based upon the following factors:

1. The tenant was cautioned and understood by way of the June 28, 2011 letter from the landlord that his behaviour towards other tenants was seen as aggressive and that continued inappropriate behaviour would result in termination of the tenancy.
2. In the four months that passed since issuing the warning letter of June 28, 2011 the landlord received three more written complaints about the tenant's behaviour. I consider three written complaints over a four month time period to be frequent.
3. Since issuing the Notice the landlord received another written complaint about the tenant's behaviour.
4. The tenant did not present evidence to corroborate his assertion that he is in therapy or that there is a reasonably likelihood that his behaviour will improve.

For all of these reasons, I uphold the Notice with the effect that this tenancy shall end on December 31, 2011. The tenant is required to vacate the rental unit by 1:00 p.m. on December 31, 2011.

Conclusion

The Notice to End Tenancy has been upheld and the tenancy ends on December 31, 2011. The tenant must vacate the rental unit by 1:00 p.m. on December 31, 2011.

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: December 07, 2011.

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Residential Tenancy Branch