



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an Order Cancelling a Notice to End Tenancy for Cause. The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Notice valid?

Is the Tenant entitled to cancellation of the Notice?

### Background and Evidence

The tenancy of a basement unit began on October 1, 2011. On December 17, 2011, the Landlord served the Tenant with a Notice to End Tenancy for Cause (the “Notice”). The Parties agree that Notice, with an effective move-out date of January 31, 2011, lists the following cause:

- The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Landlord states that on December 9, 2011, she heard calls from help coming from the Tenant. Upon checking on the Tenant, the Landlord states that she found the Tenant inebriated. The Landlord states that the Tenant then placed broken glass in her mouth in front of the Landlord who shortly thereafter called 911. The Landlord states that on December 13, 2011 the Tenant was found by a neighbour laying on the deck of the house and that the Tenant told the neighbour she was going to jump off the deck. This neighbour attended as a Witness and provided a letter describing the incident. The

Landlord states that the Tenant said she was on the deck looking for her cat and that this could have been the reason for the Tenant being on the deck. The Landlord states that on four occasions leading up to December 15, 2011, an ambulance, fire truck and/or police vehicles attended the Tenant's unit and that these attendances have caused the Landlord to waken and to be concerned about the Tenant causing a fire in the unit. The Landlord states that the actions of the Tenant have placed herself and her family in a constant state of fear and uncertainty. The Landlord states that the Tenant keeps her unit clean and pays rent when it is due.

The Landlord states that since serving the Notice to End tenancy for Cause on December 17, 2011, the Tenant's unit has been attended several more times by emergency personnel, including police and that the Tenant has threatened to harm her son and herself and has threatened to commit suicide. The Landlord states that she has never seen the Tenant use fire, does not know who called the emergency personnel or for what reason the calls were made.

A Witness for the Tenant states that the Tenant suffers from severe pain associated with back injury and adhesions under her ribs. This Witness states that he or the Tenant has called 911 when the Tenant requires pain medication and must attend emergency on these occasions. This Witness states that the Tenant is currently attending the Jim Pattison pain clinic for help with her pain. This Witness further states that because the Tenant does not have any strong pain medication on hand, the Tenant self-medicates with alcohol and that on occasion the Tenant will "overdo" the alcohol and go "berserk". This Witness states that the Tenant has no other friends or family in the area, never smokes in the unit, does not keep candles in the house and when drinking will generally keep to herself.

The Advocate for the Tenant submits that the Tenant is responsible for calling the emergency personnel when in significant pain, that there is no evidence that supports any likelihood of the Tenant causing a fire and that while the Tenant uses alcohol and has some suicide problems, that nothing has occurred to have caused the Landlord

significant disturbance. The Advocate states that any threat were made since the eviction process was started by the Landlord and that such threats are not credible, given the Tenant's small stature and walking disabilities. The Advocate states that while no cause has been shown by the Landlord, should the Notice be found to be valid, the Tenant would ask that an Order of Possession be given for February 29, 2011 as the Tenant has housing and financial challenges due to her disabilities and would require such an amount of time to find another place to live.

### Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Given the evidence of the Landlord that the Tenant put glass in her mouth on one occasion and threatened to commit suicide in front of the Landlord, I find that the Landlord has substantiated that the Tenant has unreasonably disturbed the Landlord and that the Notice is valid. I find this disturbance to be further substantiated by the evidence of both Parties that the Tenant has suicidal problems and the evidence of the Tenant's witness that the Tenant may become berserk when drinking. I therefore dismiss the Tenant's application.

### Conclusion

The Tenant's application is dismissed. 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: February 17, 2012.

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Residential Tenancy Branch