



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC and FF

### Introduction

This hearing was convened on the tenant's application to have set aside a Notice to End Tenancy for cause served on February 10, 2012 and setting an end of tenancy date of March 31, 2012.

### Issue(s) to be Decided

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

### Background and Evidence

This tenancy began on November 15, 2010. Rent is \$725 per month and the landlord holds a security deposit of \$362.50.

During the hearing, the property manager submitted into evidence a copy of the Notice to End Tenancy citing significant interference or unreasonable disturbance of other tenants or the landlord as cause for ending the tenancy.

The landlord also submitted two warning letters sent to the tenant.

The first, dated December 30, 2011, censures the tenant for having been verbally abusive toward the building caretaker on December 28, 2011 and on other occasions. The letter also refers to having a dog in the rental unit contrary to the rental agreement, late payment of rent, losing keys on more than one occasion, smoking and abandoning shopping carts on the property contrary to the rules.

A witness statement to the incident of December 28, 2011 by a friend of the caretakers described the tenant approaching a car with the female caretaker and the friend in which the tenant assailed the caretaker in a volatile manner about a repair and threatened to have the caretakers fired. When the male caretaker returned, the tenant was said to have assailed him with profanities.

The tenant submitted that the witness in question appeared to him to be prepubescent girl, but the building manager stated that she was a 24-year old woman.

The second letter, dated January 2, 2012, refers to video evidence of a dog residing in the rental unit, again advises that this constitutes a breach of the rental agreement which, if not corrected within 48 hours, would result in termination of the tenancy.

According to the property manager, the Notice to End Tenancy of February 10, 2012 followed an incident in which the tenant encircled the male caretaker, mispronouncing his name in a number of taunting and ridiculing variations, including "ashit." The tenant offered that it should be understandable if he had accidentally mispronounced an unfamiliar name.

The tenant stated that he did not have a dog in his rental unit, but that he walked his grandmother's dog on occasion.

He said he had been frustrated with the caretaker because of problems with his toilet that had taken nearly a month to address. The landlord stated that the repairs had taken a while because the tenant had changed his cell number and the caretaker had been unable to connect with him in person, and they did not want to enter the suite without the tenant's consent.

The property manager and caretaker stated that when the caretaker attended to the toilet problem, he found that it had an older, non-insulated, tank which was promptly replaced.

They said there was no indication that the toilet was or had been plugged. While the tenant had stated that they had used his towels to mop up toilet water, the caretaker said the bath mat and towel had been on the floor and some of the tank water had gotten on to them.

The property manager submitted two additional file notes of unpleasant encounters with the tenant. In one, it stated that he had stomped angrily from her office when she attempted to provide him with records of a lingering rent shortfall. In another, he had

threatened to bury the office in what the property manager's assistant interpreted as paper work if they attempted to evict him.

The tenant submitted that two other tenants had confirmed to him their dissatisfaction with the building manager. Two were identified by the tenant as two girls who lived in the floor above him, who the building manager identified by name as being a man and a woman. Another, the building manager said had left the rental building in order to relocate to Vancouver.

### 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 a tenant has, "significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property."

In the present circumstances, I find that the tenant's interactions with the resident managers, and to a lesser extent with the property manager and her assistant, constitute significant interference with the landlord.

Therefore, I find that the Notice to End Tenancy was lawful and valid and I decline to set it aside. The application is dismissed without leave to reapply.

### Conclusion

The Notice to End Tenancy of January 27, 2012 is upheld.

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: March 05, 2012.

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Residential Tenancy Branch