



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes CNC and MNDC

Introduction

This hearing was convened on the tenant's application received May 8, 2012 to have set aside a one-month Notice to End Tenancy for cause dated April 24, 2012 and setting an end of tenancy date of May 24, 2012 which is automatically corrected to May 31, 2012 by section 53 of the *Act* as the first allowable date.

Issue(s) to be Decided

This matter requires a decision on whether the Notice to End Tenancy should be set aside or upheld and whether the tenant is entitled to monetary compensation.

Background, and Evidence

This tenancy in a six-unit hotel type building began over a year ago according to the tenant and about seven months ago according to the landlord. Rent is \$450 per month and the landlord holds a security deposit of \$225 paid at the beginning of the tenancy.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served because, since the beginning of the tenancy, he has had almost weekly complaints from other tenants and others concerning the aggressive tendencies of the tenant, which as cited on the Notice to End Tenancy included that the tenant had:

1. Significantly interfered with or unreasonably disturbed other occupants or the landlord;
2. Seriously jeopardized the safety or lawful rights of other occupants or landlord;
3. Engaged in unlawful activity that: damaged the landlord's property, adversely affected the quiet enjoyment and well being and jeopardized the lawful rights of other occupants or the landlord.

The landlord submitted some written evidence of the alleged transgressions but it was received only the day before the hearing and could not be taken into account.

The landlord stated that, on various occasions, the tenant had:

1. So frightened his wife during a call to his residence that she retreated to her office and refused to pick up the rent from the tenant in future;
2. Assailed his daughter when she went to collect rent about the free wi-fi service to the point she retreated to behind lock doors;
3. Made scenes in the landlord's on site manufacturing facility to the degree that he had been forbidden to return there;
4. Struck and so frightened the female tenant next door to such a point that the landlord was asked to install an extra deadbolt and security chain on the door;
5. Grown marijuana in the rental unit telling the landlord that he had a licence to do so but denying any such activity during the hearing.
6. Been involved in a number of physical fights with others on the rental property;
7. Has called the RCMP so many times for frivolous reasons that they have threatened to charge him, including one recent call to report the landlord for harassment because he served the Notice to End Tenancy.

Hearing interrupted.

Unfortunately, the hearing was interrupted by a fire alarm in the building housing the Residential Tenancy Branch before the tenant had an opportunity to respond to all of the allegations.

Therefore, I was forced to adjourn the hearing.

This hearing will reconvene at a time and date set out in the attached notice of hearing which is sent to both parties with this Interim Decision.

As passage of time will have allowed the tenant and I the opportunity to fully examine the landlord's late evidence, I will be able to give it full consideration when the hearing reconvenes.

The tenant might wish to be aware that if the Notice to End Tenancy is upheld, the tenancy would have officially ended on May 31, 2012, and if an Order of Possession were to be issued it could have an effective date as early as two days from service.

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: May 30, 2012.

Residential Tenancy Branch