



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, MNDC, O

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order Cancelling a Notice to End Tenancy for Cause - Section 47;
2. A Monetary Order for compensation - Section 67; and
3. Other

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions

### Issue(s) to be Decided

Is the Notice to End Tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started in 2003 or 2004. On July 23, 2012, the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause (the “Notice”). The Notice lists the following causes:

1. The Tenant has engaged in illegal activity that has, or is likely to:
  - a. Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;
  - b. Jeopardize a lawful right or interest of another occupant or the landlord.
2. The tenant or a person permitted on the property by the tenant has:
  - a. Significantly interfered with or unreasonably disturbed another occupant or the landlord;

b. Put the landlord's property at significant risk.

The Landlord states that the Tenant has been very aggressive towards other tenants causing several complaints to the Landlord. The Landlord provided letters from some of these tenants as evidence of the Tenant's behaviour and actions. The Landlord states that tenants have complained of the Tenant yelling, hollering, swearing, name calling and making threatening gestures towards them. The Landlord states that the Tenant has been causing the other tenants problems for several years and that when the Landlord recently purchased the property the Tenant was initially fine but that the problems began again shortly after. The Landlord states that all of the tenants are over 50 years of age and are being denied quiet enjoyment of their units due to the Tenant's behaviour.

Witness RM states that the Tenant has been harassing him for three years and that on February 15, 2012, the Tenant was charged for hitting the Witness with a vehicle while the Witness was on the sidewalk with another person. Witness RM also states that the Tenant was charged again on May 14, 2012 with a breach of his bail conditions for yelling at the Witness. Witness RM states that the trial for the first charge has not been held yet. Witness RM states that the Tenant argues with other tenants and makes obscene gestures to other women tenants by grabbing his crotch and thrusting it at these women.

Witness SM, the Landlord's daughter, states that on July 20, 2012, the Tenant called the Witness and her parents vulgar names, told her that her children had no right to be at the complex because it was a seniors complex and then threatened to hit her children if they were seen again by the Tenant. Witness SM states that she reported the incident to her mother who called the police. The Landlord states that the police told the Landlord that it was time to evict the Tenant and that when the police were told that the Tenant took photos of the children, the police told her that the Tenant's actions were bordering on criminal harassment charges.

The Tenant denies all allegations made by the Landlord and the Witnesses and states that all the evidence is far from the truth. The Tenant states that he would never threaten children and that Witness RM is the problem and has been causing trouble for the Tenant. The Tenant states that the actions of the Landlord in constantly bringing him letters, hanging around his unit and constantly following him are causing him stress to the point that he spent a day on the hospital. The Tenant states that on one occasion when he saw the Landlord approach his unit with another letter, he locked the door and did not answer it and that the Landlord banged on his door several times and then left yelling an expletive at the Tenant. The Tenant claims \$12,000.00 as compensation for the stress caused him by the actions of the Landlord and their attempt to evict him.

### 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 letters from other tenants, the evidence of both Witnesses and in particular, considering the criminal charges in relation to the Tenant's actions towards another tenant, I find that the Landlord has substantiated on a balance of probabilities that the Tenant has caused serious, significant and unreasonable interference with the other tenants and the Landlord. As a result, I find that the Notice is valid and that the tenancy must end for the reasons contained in the Notice. The tenancy will end on the effective date contained in the Notice, August 31, 2012.

As the Notice is valid, I find that the Tenant has not substantiated that the Landlord has acted outside its authority and obligations and therefore are not the cause of any stress the Tenant may be experiencing. I therefore dismiss the Tenant's application and claim for compensation.

### Conclusion

The Notice is valid and the tenancy ends on August 31, 2012.

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: August 28, 2012.

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Residential Tenancy Branch