



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This application was brought by the tenant on July 19, 2012 seeking to have set aside a one-month Notice to End Tenancy for cause dated July 10, 2012 and setting an end of tenancy date of August 31, 2012. The tenant had also requested more time to make application, but withdrew that request as the application had been made within the 10 days permitted under section under section 47(4) of the *Act*.

### Issue(s) to be Decided

Does the evidence warrant upholding the Notice to End Tenancy or setting it aside?

### Background and Evidence

This tenancy began on April 1, 2012. Rent is \$375 per month and the landlord holds a security deposit of \$187.50 paid at the beginning of the tenancy.

During the hearing, the landlord stated that she had issued the Notice to End Tenancy following two separate incidents in which the applicant tenant had come into conflict with other tenants and a warning letter after the first incident appeared to have had no effect.

She stated that the first incident took place on June 25, 2012 when the applicant tenant and the building manager's wife were in the common gazebo. The manager's wife had apparently made comment on the tenant's foster son who had visited some time before. The tenant took offense and is said to have responded with anger and loud profanity that was extremely upsetting for the woman.

Shortly after, the woman's husband and another male tenant confronted the applicant tenant a couple of blocks from the rental unit.

The applicant tenant stated that they took issue with the incident with the manager's wife and made threat. The applicant reported the matter to police.

As a result of the incident in the gazebo, the landlord wrote to the applicant warning him that further profane attacks on other tenants would result in eviction.

On July 7, 2012, the tenant who had accompanied the building manager during the earlier confrontation stated during the hearing that he had been attempting to assist one of the elderly, disabled tenants through the front door of the building when the applicant tenant pushed by them. Perhaps as an act of poor judgement, he commented that the applicant might have excused himself in passing.

The applicant took strong offence to the comment. According to the other tenant, the two ended up on the elevator together and during the trip, the applicant made comment that he did not like the other tenant and that if there were no cameras on the elevator he would kill him. Two witnesses signed the other tenants written report of the incident but the applicant tenant stated that only he and the other tenant were on the elevator.

On receiving the report, the landlord issued the Notice to End Tenancy.

### Analysis

I accept the evidence of the building manager and the other tenant as to the second hand report of the applicant's verbal assault on the manager's wife in the first instance and the threats issued by the applicant on the elevator in the second.

At the same time, I accept the evidence of the applicant that – in both instances he did not initiate the interaction – but reacted to the comments of the other parties. I further accept his statement that there have been no further incidents since he received the Notice to End Tenancy nearly a month ago.

However, I find that the applicant's reactions in both instances were grossly disproportionate and unpredictable. The average age of tenants in the building is 84 years and the applicant is 60. In such a mix, it might be anticipated that inappropriate comment might be made and met with some understanding and tolerance.

Given the applicant's volatile responses, the landlord would have been remiss if she had not intervened by way of the warning letter after the first incident and by the Notice to End Tenancy after the second.

While I appreciate the tenant's position that he simply wishes to be left alone, I also appreciate the landlord's apprehension that further incidents might have more serious consequences.

Consequently, I find that the landlord acted prudently in issuing the Notice to End Tenancy and, as cited on the notice, the applicant has disturbed other occupants by his outbursts, and acted illegally in making the threat against the other tenant on the elevator.

Therefore, I decline to set aside the notice to end tenancy and the application is dismissed without leave to reapply.

The landlord is at liberty to make application for an Order of Possession if necessary.

### Conclusion

The application is dismissed without leave to reapply and the Notice to End Tenancy remains in force and effect.

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 10, 2012.

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Residential Tenancy Branch