



# 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 on an application by the tenant on November 19, 2012 seeking to have set aside a Notice to End Tenancy for cause served on November 11, 2012 with an effective end of tenancy date of December 31, 2012.

### Issue(s) to be Decided

Should the Notice to End Tenancy of November 3, 2012 be upheld or set aside?

### Background and Evidence

This tenancy began on March 15, 2012 under a fixed term rental agreement set to end on April 1, 2013. Rent is \$700 per month and the landlord holds a security deposit of \$350 paid on February 15, 2012.

The two-bedroom basement suite is one of three suites in the rental building with a three-bedroom unit in the upper part and a one-bedroom suite next to the applicant's suite.

The cause for ending the tenancy stated on the notice was that the tenant had, "significantly interfered with or unreasonably disturbed another occupant or the landlord.

The tenant submits that the landlord had advised the tenants on November 1, 2012 that all three of the tenancies would need to end in order to permit renovations made necessary by a municipal order to reduce the number of suites from three to two. While the landlord submitted a copy of the order from the municipality, he stated that he had been advised of the possibility of obtaining approval for the three suites and the order not presently at issue.

The landlord stated that the Notice to End Tenancy had been served following numerous complaints from the other two tenants both about the applicant's conduct with them and with her appropriation of facilities that were to be shared by all tenants.

The tenant and her witness gave evidence that they had been shovelling snow together with the tenant from the other lower suite the morning of the hearing and that they were on the best of terms. She said that she and the tenant had both been guilty of exaggerated language in previous disagreements but they were generally friendly.

The tenant stated that the upper tenants had been complaining to the landlord about her because they erroneously believe that she had reported them to child protection services.

The landlord stated that the upper tenants, one of whom has a serious medical challenge, had complained to him that conflict with the subject tenant had been so distressful that they had required medication to cope. He said that for that reason, among other, he had felt he had to take some action.

Among the complaints against the applicant tenant was her insistence on parking in a guest parking area at the front of the building. The tenant stated that she had done so because the other tenants' dogs, at times ranging from three to six in number, had fouled the back yard. Her photographic evidence verified some damage to the back yard from the pets, but the landlord pointed out that there is a paved walkway from the parking area to her back door. The tenant said she had been using her front door rather than the rear because with other tenants using some of her storage space, she had had to store some items in front of her rear door.

She said the state of the back yard and storage areas had been the subject of complaints from her, but the landlord had not responded.

In any case, the applicant tenant has agreed to use the designated parking which is covered, unless snow banks prevent her from driving through, which met the approval of the landlord.

The other tenants had also complained about the subject tenant yelling at them or their guests when they had used the front parking, but the tenant said she had only done so when they had parked behind her, blocking her way, instead of beside when they could have done so.

The other tenants had also complained about the subject tenant having yelled and used coarse language with a child. The tenant said that she genuinely liked the child and had only attempted to correct him when his was playing with a hose in such a way as to create a muddy area. She said she had not used profanity.

### Analysis

I am deeply sympathetic with the landlord being in a position of having to micro manage some apparently petty behaviour. However, on reviewing written material submitted into evidence and having listened to the parties during the hearing, I am persuaded that the level of communication among all of the tenants has left something to be desired.

I am further influenced by the tenant's submission that the issues had come as a surprise to her when she had received the landlord's evidence. Indeed, I find that it would have been appropriate for the landlord to have issued one or two warning letters before taking the more serious step of serving the Notice to End Tenancy.

Finally, I have accepted the tenant's promise to abide by the landlord's rules with respect to parking, storage and other common areas and to communicate with other tenants in a civil and respectful manner.

If conflict should continue, then the landlord is at liberty to issue a new Notice to End Tenancy. For the present, however, I am setting aside the Notice to End Tenancy of November 11, 2012.

### Conclusion

The Notice to End Tenancy is set aside, the tenancy continues.

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: December 19, 2012.

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Residential Tenancy Branch