



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNC

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings. The Tenant did not serve evidence to the Landlord and therefore nothing he submitted to the Residential Tenancy Branch was accepted as evidence for these proceedings.

The Tenant disrupted the hearing several times by speaking out of turn. On two occasions he was placed in "mute mode" for brief periods in an attempt to minimize the disruptions.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

### Background and Evidence

The Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause, dated March 25, 2013, was personally served to the Tenant. The Agent for the Landlord stated that he personally served the Notice on March 25, 2013. The Tenant initially stated that he received the Notice on April 07, 2013. Upon being advised that he disputed the Notice on March 27, 2013 he stated that he may have received the Notice prior to April 07, 2013.

The Landlord and the Tenant agree that the Notice to End Tenancy declared that the Tenant must vacate the rental unit by April 30, 2013. The reason stated for ending the tenancy on the Notice to End Tenancy is that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Landlord and the Tenant agree that the Tenant has not stayed in the rental unit since April 07, 2013, although he still has personal property at the unit. The parties agree that the police arrested the Tenant and removed him from the residential complex on April 07, 2013 and that the Tenant subsequently gave an undertaking to a Justice or a Judge that prevents him from attending the residential complex, with the exception of attending on one occasion in the presence of a police officer.

The Agent for the Landlord stated that the Landlord wishes to end this tenancy, in part, because the Tenant frequently walks naked in the common hallway, in spite of his many requests to refrain from such behaviour. The Tenant stated that he does occasionally walk naked in the hallway; that he does not want to bother putting clothes on if he is just going to the garbage; and that he does not believe the behaviour is inappropriate because only males live in the residential complex. The Advocate for the Tenant argued that the rules are less rigid in regards to nudity in this particular complex as it is located in a less influential area of Vancouver.

The Agent for the Landlord stated that the Landlord wishes to end this tenancy, in part, because the Tenant frequently disturbs others by playing loud music. He stated that he has received numerous noise complaints from other tenants; that he has personally heard loud music on many occasions; and that he has discussed his concerns with the Tenant on many occasions. The Landlord submitted a log with a variety of entries which shows that several noise complaints have been made and that many of the complaints were brought to the attention of the Tenant.

The Witness for the Landlord, who is also an agent for the Landlord, stated that on March 24, 2013 at approximately 1:00 p.m. the music in the rental unit was so loud he could hear it before he entered the residential complex. The Tenant agreed that he frequently plays music in his rental unit during the afternoon and that he has been advised that the music is loud on several occasions.

The Agent for the Landlord stated that the Landlord wishes to end this tenancy, in part, because the Tenant has been verbally abusive to the staff at the residential complex on many occasions. The Witness for the Landlord stated that when he spoke with the Tenant on March 24, 2013 in regards to a noise complaint the Tenant had his fists clenched and poked him several times in the chest. The Tenant stated that he poked the Witness in the chest because he felt intimidated.

The Landlord submitted five form letters, which are signed by five different occupants of the rental unit, which declare that the occupant is disturbed by the Tenant. The letters specify the disturbances are caused by loud music, verbal abuse to tenants and staff, nudity in the halls, smoking cigarettes in the halls, and consuming open alcohol in the halls.

The Tenant contends that the Agent for the Landlord is attempting to end this tenancy simply because they do not like each other.

### Analysis

I find that the Tenant was personally served with the One Month Notice the End Tenancy that is the subject of this dispute on, or before, March 27, 2013. I based this conclusion on the Agent for the Landlord's testimony that the Notice was served on March 25, 2013 and on the fact that the Tenant filed an application to set aside the Notice to End Tenancy on March 27, 2013. I have placed no weight on the Tenant's testimony that it was served on April 07, 2013, as he was not certain of that date and the testimony is clearly inconsistent with the date he filed this Application for Dispute Resolution.

After considering all of the written and oral evidence submitted at this hearing, I find that the Landlord has provided sufficient evidence to show that the Tenant has significantly interfered with or unreasonably disturbed another occupant and the Landlord.

In determining there are sufficient grounds to end this tenancy, I was influenced by the undisputed evidence that the Tenant walks naked in the hallways in spite of directions to refrain from such behaviour. I do not accept the Tenant's rationale that this behaviour is acceptable because only males reside in the complex, as it does not take into account that females may visit in the residential complex or that some males do not feel comfortable with public nudity. I also do not accept the argument that rules regarding nudity in this particular complex are less rigid as the complex is located in a less influential area of Vancouver. All tenants are entitled to the quiet enjoyment of their rental unit, which includes being free from unwanted public nudity, regardless of their socioeconomic status. This conclusion was influenced, in part, by the five form letters submitted in evidence, in which five tenants report being disturbed by the public nudity.

In determining there are sufficient grounds to end this tenancy, I was influenced by the undisputed evidence that the Tenant plays loud music in the afternoon and has been told on several occasions to turn it down. I was particularly influenced by the testimony of the Witness for the Landlord, who stated that on March 24, 2013 he could hear the music in the rental unit before he entered the residential complex. On the basis of the five form letters submitted in evidence, in which five tenants report being disturbed by the Tenant's loud music, and the building log submitted in evidence, I find that the Tenant's music has frequently disturbed others.

In determining there are sufficient grounds to end this tenancy, I was influenced by the undisputed evidence that the Tenant poked an employee of the Landlord in the chest on March 24, 2013 while they were discussing noise levels. I find this physical contact to be aggressive, rather than defensive, and I find it totally inappropriate.

The above three issues, when considered in their entirety, are sufficient grounds to end this tenancy. I find that I do not, therefore, need to document other problems with this tenancy that further support this conclusion.

In determining the validity of the Notice to End Tenancy that was served, I have placed no weight on the incident that occurred on April 07, 2013 or on any other incident that occurred after March 24, 2013, as nothing that occurred after the Notice to End Tenancy was served could have served as grounds for serving the Notice to End Tenancy.

In determining this matter I have placed little weight on the Tenant's argument that the Notice to End Tenancy was served because the Agent for the Landlord does not like him. Regardless of any personal animosity, I am satisfied that there are strong and compelling reasons to end this tenancy.

#### Conclusion

As I have determined that the Landlord has satisfied the legislative requirements to end a tenancy for cause, I am dismissing the Tenant's application to set aside the One Month Notice to End Tenancy. The Landlord did not request an Order of Possession at the hearing.

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: April 25, 2013

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Residential Tenancy Branch