



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, OLC, SS

### 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 - Section 47;
2. A Monetary Order for compensation - Section 67;
3. An Order for the Landlord to comply with the Act - Section 62; and
4. An Order allowing service of documents in a different way – Section 71.

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

### Issue(s) to be Decided

Is the Notice valid?

Is the Tenant entitled to the monetary amount claimed?

Is the Tenant entitled to orders for the Landlord’s compliance and for alternate service?

### Background and Evidence

The tenancy started in 2007. On May 21, 2013 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”). The reason contained in the Notice is that the Tenant significantly interfered with or unreasonably disturbed another occupant or the landlord. At the onset of the Hearing, the Tenant appeared confused about whether or not she was seeking a cancellation of the Notice. After clarifying that

the Tenant did not wish to move out of the unit, I accepted this as indication that the Tenant continues to dispute the Notice.

The Landlord states that the Tenant has been harassing several other tenants, some of whom are informing the Landlord that they will move if the Tenant continues the behavior. The Landlord states that the Tenant has been yelling at other tenants and banging on their walls and doors. The Landlord provided letters from these tenants outlining their complaints about the behavior and disturbances by the Tenant. The Landlord states that the Tenant has also harassed the Landlord, accuses the Landlord of mafia connections and refuses to allow the Landlord to repair or address anything that the Tenant complains about. The Landlord states that if she ignores the Tenant the Tenant's behavior worsens. The Landlord states that on a recent occasion, the Tenant has placed insect larvae in the Landlord's unit.

The Tenant does not deny screaming at other tenants and the Landlord and states that she is justified as the Landlord does nothing about the other tenants' disturbance of the Tenant. The Tenant states that one neighbour repeatedly opens and closes her unit door disturbing the Tenant so the Tenant screams at her to stop. The Tenant states that another adjoining neighbour exercises and jumps in their unit and that this disturbs that Tenant but the Landlord does nothing about it. The Landlord states that the tenant below this neighbour's unit was spoken with and advised the Landlord that there is no disturbance coming from this unit.

The Tenant states that someone has been entering her unit and damaging her clothing. The Tenant states that documents have also disappeared when a repair person was in the unit. The Tenant states that because of this she refuses the Landlord entry unless she is in the unit. The Tenant requests an order allowing her to change the locks to her unit. The Landlord states that the locks to the unit have been changed a few times and most recently six months ago. The Tenant states that this lock came from the neighbour's empty unit. The Landlord states that the lock was new.

The Tenant states that the Landlord is asking the Tenant not to chain her unit door and to change the bedroom curtains. The Tenant states that the Landlord is making unreasonable requests because the Tenant has made the application to cancel the Notice. The Tenant wants the Landlord to stop telling the Tenant to refrain from using the chain lock and to refrain from telling her to change the bedroom curtains. The Landlord states that although the units in the building have chain locks, the Landlord has asked the Tenant not to place the chain lock on the door for safety reasons. The Landlord states that the curtains in the Tenant's bedroom were placed there by the Tenant are multicolored and not presentable and that the Tenant ties them up.

The Landlord states that she is afraid of the Tenant as a result of her behavior and states that she does not know how much longer this situation can be tolerated. The Tenant states that all she wants is to live safely and unprovoked and is only trying to stand up for herself.

The Tenant was unable to say why there was a service request contained in her application.

### 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 evidence of the Landlord and in particular the evidence of the other tenants and the Tenants agreement that she does scream at other tenants, I find on a balance of probabilities that the Landlord has substantiated that the Tenant has significantly interfered with or unreasonably disturbed other tenants and the landlord. As a result, I find that the Notice is valid and that the Tenant must move out of the unit on or before June 30, 2013.

I find the Tenant's oral evidence of damage to her clothing to be insufficient to support a claim for compensation and I dismiss this claim.

Given the undisputed evidence that the Landlord has changed the locks several times and considering that the tenancy is soon ending, I dismiss the remainder of the Tenant's claims.

Conclusion

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: June 20, 2013

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Residential Tenancy Branch

