



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER RESOURCE SOCIETY  
and [tenant name suppressed to protect privacy]

## **Corrected Decision**

### **Dispute Codes:**

CNC, RR

### **Introduction**

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated June 18, 2013. The tenant is also seeking a rent abatement in compensation for repairs.

The One-Month Notice to Notice to End Tenancy for Cause indicated that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

### **Issue(s) to be Decided**

Should the One-Month Notice to End Tenancy be cancelled?

Is the tenant entitled to a rent abatement for lack of repairs?

### **Background and Evidence**

The tenant has resided in the complex for approximately 22 years. The landlord testified that in the recent past, the tenant had significantly interfered with and unreasonably disturbed the landlord and other occupants.

The landlord testified that there have been several confirmed incidents in which the tenant's conduct was bothersome to other residents in the building and generated several complaints. Copies of the written complaints were submitted into evidence.

The alleged behavior included creating noise, making unsolicited comments other residents, using insulting or foul language, name calling, confrontational or hostile demeanor, leaving disturbing notes, damaging potted plants afterhours and burning items in her suite that created smoke coming from the exterior vent.

The tenant did acknowledge that a portion of the allegations had some truth and attributed some of the conduct to the fact that she has a disabling condition, for which she is undergoing treatment.

The tenant also stated that she hopes to be relocated to more suitable accommodation that would give her the support she requires. The tenant pointed out that a termination of this tenancy for cause would prejudice her chances to be housed in a subsidized unit.

### **Analysis**

Section 28 of the Act protects a tenant's right to quiet enjoyment and this right applies to all residents in the complex.

I find that the evidence of both the landlord and the tenant confirmed that some of the residents were likely unreasonably disturbed by some of the tenant's conduct.

That being said, I find that, while this conduct was not appropriate and not fair to others to endure, it was likely attributable to the tenant's state of health. I note that this tenant has resided in the complex for 22 years and therefore it would appear that she has managed to live in harmony with others in the past.

Accordingly, I find that the One-Month Notice must be cancelled, with a caution to the tenant that if her actions violate the Act, the landlord is at liberty to serve a One-Month Notice to End Tenancy for Cause.

I am satisfied that the tenant has been made aware that her conduct, as described by the landlord, would likely be perceived as significant interference and unreasonable disturbance by others.

The parties have committed to working together to assist the tenant in locating more suitable accommodation in any way they can and the tenant has promised to cooperate.

The tenant is cautioned that this dispute resolution decision will serve as a warning to the tenant that, in future, if any significant interference or unreasonable disturbance is inflicted on the landlord or other residents in the complex going forward, it could be considered as a valid reason to justify issuing another Notice to terminate tenancy for cause under section 47 of the Act.

In cancelling this Notice, I hereby order that the tenant must refrain from the following conduct:

- Making unsolicited comments or insulting remarks to others, or using foul language.
- Making complaints about other residents by communicating directly with them verbally or in writing. Instead the tenant must express all concerns she has about anything or anyone only to the landlord.
- Engaging in noisy activities after-hours that is audible in other units.
- Interfering with the property of other residents in the complex, including tampering with their plants
- Burning anything entailing an open flame indoors or in common areas.

Based on the above, I hereby order that the One-Month Notice to End Tenancy dated June 18, 2013 be cancelled and of no force nor effect.

The tenant's request for a rent abatement for repairs is dismissed with leave and I make no findings on this portion of the application.

### **Conclusion**

The tenant is successful in the application to cancel the Notice, but the decision will serve as a caution for the tenant to ensure that her conduct does not disturb others.

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: July 17, 2013

**Corrected August 7, 2013**

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Residential Tenancy Branch

