



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, RP

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"), seeking to cancel a 1 Month Notice to End Tenancy for Cause (the "Notice") and an order requiring the landlord to make repairs to the rental unit.

The parties appeared and the hearing process was explained. Thereafter the parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As a preliminary issue, I have determined that the portion of the tenant's application dealing with a request for orders for the landlord to make repairs is unrelated to the primary issue of disputing the Notice. As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, I have severed the tenant's Application and dismissed that portion of the tenant's request for those orders, **with leave to reapply**.

The hearing proceeded only upon the tenant's application to cancel a Notice to End Tenancy for Cause.

At the beginning of the hearing, the landlords requested an order of possession for the rental unit.

### Issue(s) to be Decided

Has the tenant established an entitlement to have the Notice to End Tenancy for Cause cancelled?

### Background and Evidence

The tenancy agreement and the landlord said the tenancy started on September 1, 2010, monthly rent was \$450 and the tenant paid a security deposit of \$225.

Pursuant to the Residential Tenancy Branch rules of procedure, the landlords proceeded first in the hearing and testified in support of issuing the tenant a 1 Month Notice to End Tenancy for Cause. The Notice was dated July 11, 2013, was delivered via personal delivery on that date, listing an effective end of tenancy on August 31, 2013.

The causes listed on the Notice alleged that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, put the landlord's property at significant risk, has engaged in illegal activity that adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, or jeopardized a lawful right or interest of another occupant or the landlord, has caused extraordinary damage to the rental unit, and has not done required repairs of damage to the rental unit.

The landlords' relevant evidence included a copy of the Notice, witness statements, a chronological listing of past issues with the tenant, a written tenancy agreement, and bills and invoices for repairs to the rental unit.

In support of their Notice, the landlord testified the tenant is repeatedly drunk and causing damage to the rental unit. In particular, on July 11, 2013, the tenant was drunk, and angry, and began throwing objects at the male landlord, when he was attending to the care of the premises and lawn in the manufactured home park.

Later that day, according to the landlord, the tenant, still drunk, took her 6' snake and chased two young boys, one being a neighbour, saying that she would feed the boys to her snake.

The male landlord confirmed that the tenant threw these objects at him while drunk, which included lawn chairs, and was verbally abusive.

The landlords' witness, a neighbour and the mother of one of the young boys, confirmed that the tenant had chased her son with the snake, threatening to feed her son to the snake, and further stating that her son is scared to play out in his yard now, for fear of the tenant.

The witness also said that the tenant has continued to engage in behaviour such as spitting at people, bullying people and throwing rocks at people.

In response, the tenant denied throwing rocks at anyone, as it was her hand she used. Instead of a further response to the landlord's submission, the tenant continued to complain about the rental unit, which was a manufactured home, and the lack of repairs to the rental unit.

The tenant's witness said that the tenant does have problems, but that she is not drunk every day. The witness went on to say that the tenant does have a problem with alcohol.

The tenant's witness said that the tenant has broken her windows and her hand and rocks.

### Analysis

Based on the foregoing oral and written evidence, and on a balance of probabilities, I find as follows:

Once the tenant made an application to dispute the Notice issued pursuant to section 47 of the Act, the burden of proof is on the landlord to prove the causes listed on the Notice.

After considering all of the written and oral evidence submitted at this hearing, I find that the landlords have provided sufficient evidence to show that the tenant has significantly interfered with or unreasonably disturbed another occupant of the landlord and has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

In reaching this conclusion I relied on the landlords' undisputed evidence that the tenant was throwing heavy objects at the landlord, and has caused damage to the property of the landlord, using her hand and rocks.

I also accept that the tenant has caused fear in the landlords and other occupants, such as threatening other tenants and their young children.

I was also influenced by the tenant's own witness, a neighbor in the manufactured home park, who confirmed that her windows had also been broken by the tenant's hand and by throwing rocks.

I find a reasonable person would fear for their safety and security and would be unreasonably disturbed by such behaviour.

Considering the totality of the evidence, including the tenant and her own witness' admission, I find that the landlords have substantiated the causes listed on the Notice and I therefore dismiss the tenant's application requesting cancellation of the Notice, without leave to reapply.

Under Section 55 (1) of the Act, if a tenant's application to cancel a Notice has been dismissed, I may grant the landlords an order of possession.

As the landlords have made a verbal request for vacant possession of the rental unit, I grant the landlords an Order of Possession effective 2 days after service of the Order upon the tenant.

I have enclosed an order of possession with the landlords' Decision. This order is a final, legally binding order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should the tenant fail to comply with the terms of the order. The tenant is advised that costs of such enforcement may be recoverable from the tenant.

### Conclusion

The tenant's application is dismissed, without leave to reapply.

The landlords are granted an order of possession for the rental unit, effective two days after service upon the tenant.

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: September 3, 2013

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Residential Tenancy Branch

