



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking more time to cancel a notice to end tenancy and to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and tenant.

During the hearing, the landlord did not verbally request an order of possession should the tenant be unsuccessful in her Application.

The landlord indicated that would like to bring in a translator as he was having difficulty understanding questions I was asking. The landlord brought in a person named "Nick" who would not provide a last name for the record. I instructed the landlord I would only accept a translator who provided his name in full. The landlord chose to proceed without a translator.

During the hearing the tenant was persistent in providing comments while the landlord provided testimony. Despite repeated instructions to not interrupt or provide comments during the landlord's testimony, the tenant continued and at one point began yelling and swearing at the landlord. I instructed the tenant to stop and the tenant did not interrupt the proceeding again.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to more time cancel a notice to end tenancy and to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Sections 47 and 66 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agree the tenancy began on May 11, 2013 as a month to month tenancy for a monthly rent of \$450.00. The landlord submits that rent is due on the 1<sup>st</sup> of each month and the tenant submits rent is due on the day she receives her disability

assistance. The tenant submits that she paid a security deposit of \$250.00 and the landlord states it was \$225.00.

The tenant testified the residential property consists of a house with 5 bedrooms and that each of the tenants has a different and unwritten agreement with the landlord regarding how much rent they pay.

The landlord submits that in June 2013 he received complaints about the tenant causing disturbances because the tenant yells all the time if she does not like how things are going for her in the rental property. The landlord submits that she constantly yells at him.

The tenant submits that she gets frustrated with anyone who doesn't understand her and she has to repeat what she says to them. The tenant states that the landlord frustrates her all the time because she must continually repeat herself because he doesn't understand her issues.

The tenant submits that she repeatedly complains to the landlords about the other tenants and that she is in fear of some of them. The tenant asserts that she has been assaulted by one of the other tenants. No charges or other evidence was provided by the tenant to corroborate this allegation.

The landlord submits that the tenant has also been causing damage to the property by pulling out flowers. The tenant submits that she is the only one living on the property that is caring for the yard and that she was pulling weeds not flowers.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
  - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- b) The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
  - i. Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

Despite the landlord's testimony I find he has provided no evidence the tenant has caused any damage to the rental property. Further, I find the landlord has not established any illegal activity was committed on the part of the tenant.

Based on the landlord's testimony I find the tenant may have caused disturbances for both the landlord and other tenants in the residential property. I also find that based on her behaviour during the hearing and her own testimony the tenant is prone to exhibiting loud and disturbing behaviour after limited engagement with the landlord.

I find that based on the above, it is likely that the tenant is causing significant disturbances to the other tenants. However, I find the landlord has provided no evidence to indicate that he has provided the tenant with written warnings about her behaviour or the consequences of her behaviour on the tenancy should it continue.

As a result, I find it would be unfair to the tenant to end the tenancy without being provided with such a warning and I order the landlord's 1 Month Notice to End Tenancy for Cause issued on July 3, 2013 to be cancelled.

### Conclusion

I grant the tenant's Application and find the tenancy will remain in full force and effect. However, I caution the tenant that she should consider herself sufficiently warned that any disturbances such as outbursts or sustained periods of yelling are of significant impact that the landlord may seek to end the tenancy and may be found to have just cause to do so.

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: August 20, 2013

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Residential Tenancy Branch

