



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPC FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) An Order of Possession pursuant to Sections 47, and 55 for cause; and
- b) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

Both parties attended and the tenant agreed she received personally the Notice to end Tenancy dated May 25, 2012 and the Application for Dispute Resolution by registered mail. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

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

The tenant was issued a Notice to End Tenancy dated May 25, 2013 for cause. Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and obtain an Order of Possession and to recover the filing fee?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in September 2009, a security deposit of \$375 was paid and rent is currently \$750 a month. The landlord served the Notice to End Tenancy alleging that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety of another occupant or the landlord.

The parties agreed that the Notice to End the tenancy was served after an incident in May 2013 when the tenant was leaving her home with a relative and saw about 8 people sitting around a table next door (same home but another suite). She said they were staring at her and she finds this intolerable due to her medical condition of paranoid schizophrenia but she only made a comment that they were rude. When she went home later that day, she agrees she kicked their door and screamed at them and police were called. She said she has had screaming episodes during the time of her tenancy but the landlord did not find them impossible. She recounted how the

screaming relieves the stress she has due to continued harassment that she alleges is from the RCMP. She says she is not violent, has not hurt anyone and wants to stay.

The landlord said that the landlord tolerated the screaming episodes during the tenancy but the episode in May involving neighbouring tenants was just too much. The neighbours felt threatened and intimidated and the landlord's grandchildren are not allowed to play in the yard because of safety concerns. While he appreciates that the tenant does not perceive her behaviour to have been violent or frightening, the kicking of the door and screaming frightened the other tenants, resulted in police being called and even the landlord felt threatened for herself and the grandchildren. After discussion, the parties agreed to settle on a move out date of August 31, 2013 and the landlord requests an Order of Possession for that date.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

I find the landlord is entitled to an Order of Possession. I find the landlord's evidence is persuasive that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety of another occupant or the landlord. Although the tenant had no intention of frightening others, I find the undisputed evidence of her kicking at a neighbouring door and screaming through their window and the police having to be called would reasonably be perceived as threatening and intimidating behaviour and would certainly be disturbing to the neighbours. I find it credible also that the grandchildren would be frightened by this and feel unsafe in the home.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective August 31, 2013 as agreed and to recover filing fees paid for this application.

**I HEREBY ORDER THAT the landlord may deduct \$50 from the security deposit of the tenant to recover the filing fee, leaving a balance in trust of \$325.**

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 01, 2013

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Residential Tenancy Branch

