



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy. Both parties attended the hearing and had opportunity to be heard. At the hearing the landlord made an oral request for an order of possession in the event that the tenant's application was not successful.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on March 01, 2012. The rental unit is located on the lower level of the landlord's town house. The landlord lives upstairs. On September 28, 2013, the landlord served the tenant with a one-month notice to end tenancy for cause.

The notice to end tenancy alleges that the tenant has significantly interfered with or unreasonably disturbed another occupant, seriously jeopardized the health or safety or lawful right of another occupant, has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant and has jeopardized a lawful right or interest of another occupant.

The landlord stated that the strata council hired the tenant to do some book keeping but were not satisfied with her work. The council paid the tenant a portion of her claim. The landlord stated that since then, the tenant has been confrontational and has acted in a rude and aggressive manner towards the landlord and the other occupants of the complex.

The landlord cited one incident that took place on September 11, 2013 that involved the tenant admonishing a child for riding his bike on the sidewalk. The landlord stated that the tenant threatened the child. The tenant argued that she only told the child that if the strata did not do anything about the problem, she would.

The landlord stated that the tenant contacts strata council members regularly with complaints put a sign on the lawn about picking up after a pet, calls people names and has even put a sign on someone's vehicle. The landlord stated that most of the other occupants of the complex would be happy to have the tenant move out.

The tenant stated that most of the landlord's complaints are exaggerated. The tenant admitted that she had acted aggressively towards the child, but added that it was a onetime incident. She also apologized for her behavior in general and stated that she has kept to herself lately and has had no negative interactions with the landlord or other occupants of the complex.

The landlord agreed that there have not been any problems with the tenant's behavior for the last two weeks leading up to this hearing.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has significantly interfered with or unreasonably disturbed another occupant, seriously jeopardized the health or safety or lawful right of another occupant, has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or has jeopardized a lawful right or interest of another occupant.

Based on all the evidence before me, I accept that the tenant behaved in an inappropriate manner on September 11, 2013. From the evidence and testimony of both parties, it appears that this incident was isolated and not an ongoing pattern of behaviour for this tenant.

I further find that the tenant acted in an aggressive and confrontational manner towards the landlord and other residents, put a sign on the lawn and on someone's vehicle. I also find that the tenant agreed that she had behaved inappropriately and apologized for her lapse. Both parties agreed that the tenant has not had any negative interactions with the landlord or other occupants for the last two weeks.

While I accept that the tenant behaved badly, I am not satisfied that the actions of the tenant justify bringing this tenancy to an end.

I therefore allow the tenant's application and set aside the landlord's notice to end tenancy dated September 28, 2013. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from giving the landlord and other occupants of the residential complex, reason to complain. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: November 07, 2013

Residential Tenancy Branch

