



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LTJ Associates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An order cancelling a notice to end tenancy - Section 47.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on February 1, 2002. On October 31, 2013 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”). The Notice contains the following reason: the tenant has significantly interfered with and unreasonably disturbed another occupant or the landlord.

The Landlord states that for over the past year the Tenant has been disturbing other tenants by repeatedly and continuously knocking on their doors while inebriated and refusing to stop or leave when asked. The Landlord states that in particular, three female tenants have been subjected to this behavior and that one of those tenants became so distraught over the more recent actions of the Tenant that she was

hospitalized and has ended the tenancy on October 31, 2013. The Landlord provided letters from the tenants who have been directly affected by the behavior along with witness letters from other tenants in the building. The Landlord states that taking all the witness evidence together shows a pattern of frequent repetitious behavior that leaves other tenants feeling uncomfortable, disturbed, threatened, fearful, harassed and unsafe.

The Tenant admits to having knocked on doors while inebriated but denies that this has disturbed anyone, that the knocking was repetitive or that this has occurred since the end of this summer. The Tenant states that the tenant who left was having an intimate relationship with the Tenant and that this relationship ended some time ago but that this tenant has given the Tenant conflicting messages about contact and agreed for the Tenant to leave notes under her door. The Tenant states that this tenant has other issues including a drinking problem and experiencing "d.t.'s". The Tenant does not dispute having left 19 notes under this tenant's door within a one month period but that these notes were left in November 2012 and none have been left since other than a couple of notes left a couple of months ago in response to this tenant wanting to be friends again. The Tenant states that he has no idea who the other female tenants are that wrote letters as they do not identify themselves. The Tenant states that if there were problems with his behavior nobody told him this. The Tenant denies that the police removed him from a tenant's unit on October 28, 2013.

The Landlord states that the female tenants did not identify themselves as they were concerned about reprisals from the Tenant. The Landlord requests an order of possession if the Notice is found to be valid. Rent for December 2013 has been paid.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Considering the Landlord's abundant evidence from

other tenants in the building, I find that the Landlord has substantiated on a balance of probabilities that the Tenant has significantly disturbed other occupants. As a result, I find that the Notice is valid and that the Tenant is not entitled to a cancellation of the Notice. I therefore dismiss the Tenant's application. As the Notice has been found valid and the Landlord has requested an order of possession, considering that December 2013 rent is paid and that there is no evidence to support an emergency in ending the tenancy, I find that the Landlord is entitled to an order of possession effective December 31, 2013.

Conclusion

The Tenant's application is dismissed.

I grant an Order of Possession effective 1:00 p.m. December 31, 2013 to the Landlord.

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: December 20, 2013

Residential Tenancy Branch

