



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy issued for cause.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and 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.

Preliminary Matters

Neither party had submitted a copy of the Notice to End Tenancy in evidence. Both parties testified as to the contents of the Notice, how it was completed and how it was served. Among other causes listed, the Notice was based on the Tenant, or a person allowed on the property by the Tenant, significantly interfering with or unreasonably disturbing other occupant of the building; and seriously jeopardizing the health or safety or the lawful right of another occupant.

I note the Tenant had to be cautioned several times to not interrupt the Landlord while they were speaking. Despite this the Tenant continued to interrupt the Landlord.

I also note the Tenant left the hearing before it was concluded; however, the Tenant was provided the decision prior to leaving the call.

Issue(s) to be Decided

Should the one month Notice to End Tenancy for cause be cancelled?

Background and Evidence

The Landlord testified he had to issue the Notice to End Tenancy to the Tenant because he was receiving many complaints from other occupants in the building about the Tenant and some of the persons she has allowed into the rental unit property and building. The Notice was served on January 16, 2014, and the Tenant disputed the Notice on January 22, 2014. The Notice had an effective date in February of 2014.

In evidence, the Landlord provided letters, emails and text messages from other occupants of the building regarding their complaints arising from the activities in the subject rental unit. The correspondence regarding the Tenant begins in about April of 2013 and extends to January of 2014, when the Notice was served on the Tenant.

The complaints consist of the Tenant letting other people into the building, one of which then went around trying to open locked doors in the storage area of the building; fighting and screaming noise coming from the rental unit; objects being thrown from the balcony of the rental unit; people on the ground yelling up to the Tenant to let them in; and people on the ground throwing rocks at the window of the rental unit to get the Tenant's attention.

Other complaints include almost daily loud fights; alcohol and drug activity fueling violent behaviour; police attendances at the rental unit and late night noise and fights. One of the last complaints involved the Tenant using a knife and being taken away by the police.

The Landlord testified he had warned the Tenant of the complaints that were made against her. The Landlord testified that the Tenant would apologise and promise that the behaviour would cease, and within a few days the Landlord would receive complaints of the behaviour starting again.

The Tenant acknowledged that the Landlord had spoken to her several times about complaints. The Tenant apologized to the Landlord for these disturbances during the hearing.

The Tenant testified she had lived in the rental unit since 2002 and had no problems at the rental unit that she knew of. She testified in 2011 her long time roommate had passed away. The Tenant testified she did not think much of the other renters in the building who complained about her. She alleged one of the complainants had a personal vendetta against her, who used to be a friend who turned on her.

The Tenant testified she took in her next roommate too soon and could not get rid of this person. The Tenant acknowledged she had been using drugs and alcohol due to the passing of her last roommate. She explained her and her new roommate had a loud, aggressive relationship. The Tenant asserted that none of the other occupants in the building had experienced violence from her or her roommate. She testified this roommate was not violent with anyone else but her.

The Tenant explained the police had been at the rental unit several times because either she or her roommate had called the police when they were fighting. The Tenant testified that the last time the police attended was because her roommate called them, because the Tenant had a knife and she was going to use it to cut up a jacket the roommate was wanting to wear. According to the Tenant the jacket belonged to her former roommate and she did not want the new roommate to wear the jacket. She testified that she did not get charged by the police, but was taken away for the night and released the next day.

The Tenant denied throwing anything dangerous off the balcony. She testified she had thrown clothes off the balcony but would never throw anything that would harm someone below. She testified it was her sister who she let into the building, who wanted to remove stuff from her storage locker.

The Tenant testified that the new roommate had left the building, but she did let him in a few times to stay the night as it was cold and the roommate was homeless.

The Tenant testified that since she got the Notice in January she has been very quiet and disturbed no one.

The Landlord replied and testified he had explained to the Tenant the impact she was having on the other occupants of the building. He explained one renter had already left due to the disturbances of the Tenant and others were threatening to do so. He testified that each time he spoke with the Tenant she told him she was sorry and it would not happen again; however, the disturbances would start again shortly after, according to the testimony of the Landlord.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find the Notice to End Tenancy is valid and should not be cancelled.

The Tenant's own evidence was that the police had attended the rental unit for disturbances on a few occasions; that she and her roommate had consumed alcohol and drugs to excess; and they got into arguments which were loud and aggressive.

From the evidence before me, it is clear that the Tenant, or a person permitted on the property by the Tenant, have caused significant disturbances to other occupants in the building. Although the Tenant disavowed any direct threat to other occupants in the building, it is clear from the correspondence from several different occupants that the Tenant is disturbing them and they feel threatened by the activities in the rental unit.

For these reasons I dismiss the Application of the Tenant to cancel the Notice to End Tenancy. I find the Notice is valid on at least one, if not all, the causes indicated to the Tenant.

As the Application was dismissed the Landlord requested an order of possession. Pursuant to section 55 of the Act, I must grant that request. As the Tenant paid rent to the end of March the Landlord agreed to an order of possession being effective at **1:00 p.m. on March 31, 2014.**

Conclusion

The Tenant's Application is dismissed as the Notice to End Tenancy is valid in cause. The Landlord is granted an order of possession pursuant to section 55 of the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 10, 2014

Residential Tenancy Branch

