



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy. The tenant, an advocate for the tenant, an agent for the landlord and two witnesses for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

If so, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began in March 2004. The rental unit is an apartment in a multi-unit building.

On January 21, 2014 the landlord served the tenant a notice to end tenancy for cause. The notice indicated that the reason for ending the tenancy was that the tenant had significantly interfered with or unreasonably disturbed another occupant.

Landlord's Evidence

The landlord stated that over the years of his tenancy, the tenant has complained vehemently about other tenants breaking the rules, and he has appointed himself policeman of the building. The landlord stated that the tenant has a vigilante attitude toward other tenants, and he has left notes for them on their cars or doors, gone around banging on their doors in the middle of the night and complained about them to the landlord in long, rambling voice messages. The landlord stated that the tenant bullies and harasses others and he is a bit out of control. The landlord stated that they told the tenant to use the written complaint form process, but the tenant refuses to abide by it. The landlord stated that the incident that triggered the eviction notice occurred on January 20, 2014, when the landlord received a complaint from the tenant's next-door neighbour about that the tenant banged on the wall between their units so hard that the neighbour's pictures nearly fell off the wall.

The neighbour appeared as a witness in the hearing. She stated that she does not hear well, so when she first moved into her apartment in 2012, she probably had the TV a little loud. When she became aware that the noise was disturbing the tenant, she started using headphones. The tenant stated that the tenant was a problem for her all the time, and she believed he was responsible for breaking things that she had attached to her door. The tenant stated that on one occasion recently, the tenant banged on the wall between their units.

The second witness for the landlord was a community care worker who has worked in the building since before the tenant moved in. This witness stated that other tenants in the building have complained to her that the tenant has been verbally abusive toward them.

The landlord acknowledged that he could not verify that the tenant was the one who had left notes on other tenants' cars and doors or knocked on other tenants' doors, but the complaints that the landlord received were consistent with the tenant's behaviour. The complainants were the same individuals that the tenant complained to the landlord about, and the handwriting on the notes was very similar to the handwriting on the tenant's written complaint forms. The landlord submitted copies of incident reports that the tenant wrote, as well as notes that had been left on other tenants' cars or doors.

In the hearing the landlord orally requested an order of possession effective April 30, 2014.

Tenant's Response

The tenant stated that he complained several times to the landlord about noise coming from the neighbour's unit, but the landlord never responded. The tenant could not remember if he left voice messages for the landlord. The tenant denied ever approaching or speaking to the neighbour directly, and he denied destroying property on her door. The tenant stated that on one night between 11 and 12 at night, he knocked once on the wall between the units; however, he denied banging on the wall. The tenant stated he was not sure of the date, but it could have been January 20, 2014. The tenant stated that the neighbour is exaggerating about the incident.

Analysis

Upon consideration of the evidence, I find that the notice to end tenancy is valid. The handwriting on the notes left for other tenants and on the tenant's incident reports is virtually identical, and I accept the evidence of the landlord that, on a balance of probabilities, the tenant is the individual who was knocking on other tenants' doors late at night. The tenant acknowledged that he complained to the landlord several times about noise from the neighbouring unit; moreover, he acknowledged that he knocked on the wall between the units, likely on January 20, 2014. I find it more likely than not, given the tenant's repeated complaints about the neighbour's noise, that he did not knock but rather banged loudly on the wall. I therefore find that the tenant has unreasonably disturbed another occupant, such that there is cause for the tenancy to end.

The notice to end tenancy is valid, and the tenant's application is dismissed. In the hearing the landlord orally requested an order of possession, and accordingly, under section 55 of the Act, I must grant the order of possession.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective April 30, 2014. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: March 19, 2014

Residential Tenancy Branch

