



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

CNC, OLC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Notice to End Tenancy for Cause dated August 20, 2014.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

- Should the One-Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

Submitted into evidence was a copy of the One-Month Notice to End Tenancy for Cause dated August 20, 2014, indicating that the landlord is ending the tenancy because the tenant significantly interfered with or unreasonably disturbed other occupants or the landlord. Also in evidence is a copy of the tenancy agreement, numerous letters of complaint from residents and a letter to the tenant from the landlord cautioning the tenants about unacceptable conduct. The tenant submitted a copy of a doctor's report, and several letters from the tenant's witnesses attesting to the tenant's good conduct and character.

The tenancy of these co-tenants began on June 1, 2013. The rent is \$625.00 and a security deposit of \$310.00 was paid.

The landlord testified that the One-Month Notice to End Tenancy was issued because of the tenant's disruptive conduct and unreasonable interference with other residents. The

landlord testified that during the past year when the landlord received numerous complaints about the tenant approaching other residents and asking for money or transportation, the landlord warned the tenants that this is not acceptable and must cease.

The landlord testified that the tenants appeared to have stopped approaching other residents, until recently when this annoying behaviour began again and the landlord started to receive complaints like before. Copies of the complaint letters were submitted into evidence.

The landlord pointed out that because the problem resurfaced, two different long term residents have given their Notice to vacate stating that they did not want to continue to be pestered by the tenants. A copy of one such Notice is in evidence.

The landlord testified that residents in the complex are reporting that they are afraid to go into the common areas, such as the laundry room for fear of encountering the tenants. The landlord feels that the One Month Notice to End Tenancy for Cause is valid and should not be cancelled as requested by the tenant.

The tenant acknowledged that they had previously made requests of their neighbours, but did so in a polite manner and had no reason to believe that others were fearful or took offence. The tenant pointed out that they always paid back the funds. The tenant also pointed out that she and her cotenant have disabilities that make transportation difficult and she has merely made an inquiry on occasion asking whether another resident was going past the clinic.

The tenant's denied receiving warnings from the landlord about their conduct and stated that they would find it very difficult to move out on short notice.

The tenant testified that the One-Month Notice should be cancelled as it is not supported by the facts.

Analysis – Notice to End Tenancy

It is necessary to establish whether or not the Tenant violated the Act by engaging in conduct that significantly interfered with or unreasonably disturbed others, of a magnitude sufficient to warrant ending the tenancy under section 47 of the Act.

The Guideline gives examples of what may constitute "significant Interference" including serious examples of: unreasonable and ongoing noise; persecution and intimidation; or engaging in destructive or violent behavior.

In regard to the term, "unreasonably disturbed", Black's Law Dictionary defines "unreasonable" as:

“Irrational; foolish; unwise; absurd; preposterous; senseless;...

In this instance I find that at least one of the co-tenants, and other persons associated with the co-tenants, had repeatedly engaged in the conduct being alleged by the landlord and the witnesses, even after being cautioned verbally and in writing.

I find that, despite being aware that if the tenants refused to stop bothering others the tenancy would be terminated, the tenants still persisted in their offensive conduct.

Given the above, I find that the Tenant's Application requesting that the Notice be cancelled is not supported under the Act by the facts and must therefore be dismissed.

During the hearing the Landlord made a request for an order of possession effective November 15, 2014. Under the provisions of section 55(1)(a), upon the request of a Landlord, I must issue an order of possession when I have upheld a Notice to End Tenancy. Accordingly, I so order.

Based on the evidence and the testimony discussed above, I hereby dismiss the tenant's application without leave. I hereby grant the landlord an Order of Possession effective Saturday November 15, 2014 at 1:00 p.m. 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.

Conclusion

The tenant is not successful in the application seeking to cancel the One Month Notice to End Tenancy for Cause and the application is dismissed. The landlord is granted an Order of Possession.

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: October 16, 2014

Residential Tenancy Branch

