



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was personally served on the Tenant on July 28, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on or about August 8, 2014. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated July 28, 2014?

### Background and Evidence

The tenancy began approximately 2 ½ years ago. The present rent is \$425.per month payable on the first day of each month. The tenant was not required to pay a security deposit. .

## Analysis

### Grounds for Termination

Neither party presented a copy of the Notice to End Tenancy. However, the parties advised that the Notice to End Tenancy relies on section 47(1)(d) of the Residential Tenancy Act. That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(d) the tenant or a person permitted on the residential property by the tenant has  
(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

The landlord relies on the following evidence to terminate the tenancy:

- A letter dated May 13, 2014 from RJ that the tenant screamed in his face and was threatening
- A letter dated May 15, 2014 from TF stating he was returning from a track practice when the tenant punched his wheelchair button, verbally abused and yelled at him. It further states that although he was not physically injured in this incidence it triggered a PTSD flashback and he now feels unsafe in his own home.
- A letter dated May 16, 2004 from RT which states that the tenant visited him and in an altercation smashed his head against the wall four times.
- A letter dated May 16, 2014 from PP stating the tenant was intimidating towards him.
- A letter dated July 2, 2014 from ADL in which the tenant threatened him and others
- A letter dated July 25, 2014 from RT which states the tenant threatened him.

The landlord testified they have attempted to arrange a meeting with the tenant on at least four occasions to discuss the matter but the tenant has refused to or failed to attend the meetings.

The tenant testified he has made some bad choices and was about 75% at fault for these incidents. However, he testified that the descriptions of the tenants are exaggerated and blown way out of proportion. He testified he was not able to make the meeting with the landlord as he was biking from South Vancouver. The tenant disputes the evidence of RT but acknowledged he gave him a back hand slap because he visited his girlfriend who was ill with cancer when he should not of. He testified he talked with the complainants and most are okay with him. However he did not present evidence from the complainants. The tenant's explanation as to why he failed to discuss the matter with the landlord is not satisfactory.

### Analysis

After carefully considering all of the evidence I determined the landlord has established sufficient cause to end the tenancy. I am satisfied the tenant has acted aggressively towards other occupants in the rental unit. There is no defense for hitting another resident. The tenant acknowledged a back hand slap. The letter from one of the other tenants states his head was hit against the wall four times. Even if the tenant's evidence is accepted over the letter, the conduct of the tenant is totally unacceptable. The other occupants have a right to feel safe in the rental unit. The tenant's conduct has jeopardized this right. The conduct is exacerbated as some of the other tenants are vulnerable and risk triggering their PTSD. The tenant testified he has resolved his difficulties with these other residents but failed to present proof to support his allegation. I am satisfied the tenant has significantly interfered with and unreasonably disturbed other residents in the rental property and that the landlord's concerns about the safety of these other residents is sufficient grounds to end the tenancy.

### Determination and Orders

I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the one month Notice to End Tenancy dated July 28, 2014. I order that the tenancy shall end.

#### Order for Possession

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where a dispute resolution officer has dismissed a tenant's application to set aside a Notice to End Tenancy, the dispute resolution officer must grant an Order for Possession. The landlord made this request at the hearing for an Order for Possession effective October 31, 2014.. As a result I granted the landlord an Order for Possession effective October 31, 2014.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 06, 2014

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Residential Tenancy Branch

