



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a 1 Month notice to end tenancy for cause issued on August 1, 2014 (the “Notice”) and to recover the filing fee.

Both parties appeared, gave 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 at the hearing. The Tenant was assisted by an Advocate, B.L. The Landlord also called C.O., an occupant of the rental home as a witness.

In a case where a Tenant has applied to cancel a notice for cause Residential Tenancy Branch Rules of Procedure require the Landlord to provide their evidence submission first, as the Landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The rental unit is a room in a seven room home owned by the Landlord. The Landlord lives in her own self-contained suite on the main floor. The Tenant resides in the basement with the Landlord’s son. The Landlord’s son is not on title to the rental property. No tenancy agreement existed, although the parties did sign an “Intent to Rent” form for a government ministry. Rent in the amount of \$450.00 was payable on the first of each month.

The parties agree that a one month notice to end tenancy for cause was served on the Tenant indicating that the Tenant is required to vacate the rental unit on August 31, 2014.

The reason stated in the notice to end tenancy was that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and

Both parties submitted letters purporting to be from other occupants. During the hearing they agreed that although the letters were signed, they were not drafted by the signatories nor were they the signatories own words; rather, the Landlord, or the Tenant, as the case may be, simply wrote the letters and had the other occupants sign them. Aside from C.O., who gave evidence and spoke to the letter submitted in evidence with her signature, I am unable to give any weight to the letters submitted by the parties.

LANDLORDS EVIDENCE

The Landlord testified that issues with the Tenant began around April 2014. She stated that the Tenant was “belligerent” to other occupants and began “hollering”. According to the Landlord, the Tenant goes into a “rage” and begins yelling and hollering with her words running together such that it is not possible to understand her. The Landlord stated that the Tenant does not listen but rather continually interrupts when others are speaking. Additionally, the Landlord testified that the Tenant slams the doors when angry with such force that the Landlord said she was surprised the hinges have not been compromised. She also stated that the other occupants are hesitant to go outside as the tension caused by the Tenant is very uncomfortable.

The Landlord called the police as a result of the Tenant threatening her.

According to the landlord, one Tenant, O, lived in the house for only a month and left because she was disturbed by the Tenant’s hollering. Originally she had intended to stay at least two years as she was completing a MBA in university.

On June 9, 2014, another occupant, C.O. was attending to burying a kitten on the property. Apparently C.O. had befriended this kitten and it had been attacked by a dog and succumbed to its injuries. C.O. was very upset as she buried the kitten. The Landlord stated that the Tenant contacted a third party and threatened C.O. that she was going to call the city or call animal control. When C.O. responded “Do what you

want", the Tenant threatened C.O. and said "You better watch your back. I'm going to get my brothers and my tribe". The Landlord was in the garden at the time and testified that she heard this entire exchange. According to the Landlord, the Tenant then left, and not long after she returned with one of her brothers. The Landlord attempted to speak to the Tenant's brother, but the Tenant kept interrupting.

The Landlord stated that when she delivered the Notice to End Tenancy, that the Tenant "went stark raving mad" and in doing so disturbed all other occupants of the rental home.

TENANTS EVIDENCE

The Tenant denied all of the Landlord's allegations. She stated that she does not yell or holler, and that she has never sworn or called anyone a name. She testified that she has rented for 34 years and has never been evicted. She stated that she felt falsely accused by the Landlord and that in fact it is the Landlord's son who is abusive.

Further, the Tenant testified that rather than be unreasonable as the Landlord claims, she is solution focused and to this end wrote a letter to the Landlord on August 5, 2014 wherein she asked to meet with the Landlord to discuss the issues raised by the Landlord in the 1 Month Notice. Notably, this letter was not in evidence. According to the Tenant, she wrote "I would like a meeting to discuss with you the issues at hand. Please contact me by phone to discuss. If we cannot resolve it, I will need to file at the RTB." The Landlord confirmed receiving the letter as well as the contents.

The Tenant further stated that she has never threatened anyone in her life and that the word "tribe" is not even in her language as she does not speak of Aboriginal people in that manner.

When asked how she gets along with the Landlord she stated that she is seldom home and has minimal contact with the Landlord. When asked how she gets along with the Landlord's son, T, she stated that she finds T abusive. The Tenant testified that T has "charged at her" and threw a glass of water on her.

Both parties gave some evidence with respect to the Tenant's collection of bottles and returnable-s. I find this to be irrelevant to the issue before me.

As the hearing on September 17, 2014 did not complete within the scheduled time, it was adjourned to November 6, 2014 for a continuation.

Continuation of hearing on November 6, 2014

TENANT'S EVIDENCE

The Tenant testified that she felt she had been respected since the last hearing and as such there were no further incidents. She said that she gets along well with the other tenants, and there has been no yelling, screaming or hollering.

The Tenant raised some issue with carpet cleaning and power washing which I find to be irrelevant to the issues before me.

LANDLORD'S EVIDENCE

The Landlord testified that she felt the Tenant had been following her. The Landlord also made various allegations as to the Tenant's drug use.

EVIDENCE OF C.O.

The Landlord called another occupant of the rental building, C.O., to give evidence. C.O. provided affirmed testimony. She stated that she had been a resident of the rental property for 7 years.

With respect to the letter introduced in evidence by the Landlord and signed by C.O., C.O. testified that she agreed with the contents of the letter and that was why she signed it.

C.O. stated that the Tenant threatened her and threatened to get her brothers. She said she is not comfortable living with the Tenant and feels she has to watch herself as she is afraid of the Tenant and intimidated by the Tenant. C.O. stated that in general she feels that the Tenant tries to start arguments with the other occupants. She said that the Tenant hollers and screams and denied the Tenant's suggestion that it was in fact the Landlord's son who hollers and screams. She said the Tenant can "go off the deep end over nothing".

With respect to the June 9, 2014 incident when C.O. was burying her cat, C.O. testified that the Tenant threatened to report C.O. She said that C.O. threatened her by saying:

"Watch your back";

“I am going to get my brothers after you”; and

“I am going to get my tribe after you”.

The Tenant initially declined the opportunity to cross examine C.O. When she was made aware that she would not have another opportunity to ask her questions, she decided to do so. The Tenant asked C.O. to confirm it was the Tenant who drove her to the animal shelter.

The Tenant then began crying and raising her voice in the hearing. Rather than ask questions of C.O., she became very upset and reiterated her submissions that everyone was lying about her. C.O. responded that she was not lying and that she signed the letter because it was true.

Analysis

After considering all of the written and oral submissions submitted at this hearing, I find that the Landlord has provided sufficient evidence to show that the Tenant has significantly interfered with or unreasonably disturbed another occupant.

I accept evidence of C.O. that the Tenant threatened C.O. in June of 2014 and that C.O. does not feel safe around the Tenant. I also accept the evidence of the Landlord and C.O. that the Tenant’s behaviour is such that other occupants are unreasonably disturbed by the Tenant’s yelling, hollering and screaming.

I find the Tenant was provided sufficient warnings by the Landlord agent to correct her behaviour. The tenant continued to unreasonably disturb the other occupants in the rental building and as such the Landlord has proved cause pursuant to section 47(1)(d)(i).

Therefore, I dismiss the Tenant’s application to cancel the Notice and the tenancy will end in accordance with the Notice.

Conclusion

The tenant’s application to cancel a one month notice to end tenancy for cause is dismissed.

The landlord is granted an order of possession. I grant the landlord a monetary order for the cost of filing their application and the landlord is entitled to deduct that amount from the security deposit.

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*.

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Dated: November 17, 2014

Residential Tenancy Branch

