



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Raamco International Properties Canadian Limited  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

CNC; FF

### **Introduction**

This Hearing was scheduled to hear the Tenant's application to cancel a *One Month Notice to End Tenancy for Cause* (the "Notice") issued December 24, 2014.

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 make submissions to me.

It was determined that the Tenant served the Landlord with the Notice of Hearing documents by hand delivering the documents to the Landlord's office on December 31, 2014. It was also determined that the parties exchanged their documentary evidence. I described the contents of each party's documentary evidence and the other party acknowledged receipt of the documents described.

I have reviewed all documentary evidence and oral testimony provided to me; however, **I refer to only the relevant facts and issues in this decision.**

### **Background and Evidence**

The Landlord's agents gave the following relevant affirmed testimony:

A copy of the tenancy agreement was provided in evidence, signed by the parties on July 28, 2005. The rental property is an apartment building.

The Landlord's agent SR is the resident manager at the rental property. SR testified that there has been an ongoing issue with the Tenant's behavior towards staff and other occupants in the rental property. The Landlord provided copies of warning letters written by the Landlord to the Tenant, and written statements of other occupants in the rental unit. SR stated that the incident that caused her to issue the Notice occurred on December 21, 2014. She stated that the Tenant and she were involved in an altercation

in the laundry room and that the Tenant “rammed [SR] with her walker several times”. The Landlord’s agent DP intervened and was able to defuse the situation. The Landlord provided a copy of an incident report and photographs of SR’s injuries in evidence. SR testified that she called the police and that while she was on the phone, the police showed up at her door. The police told her that the Tenant had said that SR was hitting herself with the Tenant’s walker. SR told the police what had happened and told the police that she was not interested in pressing charges.

SR testified that she called the Landlord’s agent ST, to discuss next steps. SR issued the Notice and placed it on the Tenant’s door on December 24, 2014. SR discovered a note from the Tenant on SR’s door shortly afterwards, which stated that the Tenant had only received page one of the Notice. SR testified that she posted another copy of the Notice on the Tenant’s door, with a witness present. The Landlord provided two Proof of Service documents in evidence.

The Landlord’s agent PK testified that she heard the altercation between SR and the Tenant on December 21, 2014, before she saw them. She stated that when she arrived on the scene, she saw the Tenant pushing her walker at SR’s legs and SR trying to stop the Tenant and being hurt.

The Landlord’s agents asked for an Order of Possession, effective February 28, 2014, in order to allow the Tenant more time to find alternate accommodation.

The Tenant gave the following relevant affirmed testimony:

The Tenant stated that one of the other occupants took offence when she pointed out that the carpet in front of his door was filthy and smelly. She stated that she cleaned the carpet herself and that he took offence.

The Tenant testified that on December 21, 2014, SR was stopping her from using the laundry room. The Tenant stated that SR pushed her into a wall and that the Tenant was merely pushing SR back, causing SR’s legs to be scraped by her walker’s basket.

The Tenant testified that she called the police because she was afraid of SR.

The Tenant acknowledged that she received the Notice on December 24, 2014.

**Analysis**

The Landlord seeks to end the tenancy because the Tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the Landlord; and
- seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.

The Landlord provided copies of written warnings that were provided to the Tenant, including a letter dated June 30, 2014. This letter clearly advises the Tenant that it is a warning letter and that “the landlord may end the tenancy pursuant to the Act as one of his remedies”.

Based on the Landlord’s agents’ corroborating testimony and the documentary evidence provided, I find that it is mostly likely, on the balance of probabilities, that the Tenant knowingly and repeatedly pushed her walker into SR’s legs on December 21, 2014. I find that the Tenant has significantly interfered with and unreasonably disturbed the Landlord’s agent SR and that the Landlord’s Notice is a valid notice. I note that the Landlord also has a responsibility to the other occupants, under Section 28 of the Act, to provide them with freedom from unreasonable disturbance. I dismiss the Tenant’s application to cancel the Notice to End Tenancy.

Based on the testimony of the parties, I am satisfied that the Tenant received the 1 Month Notice to End Tenancy on December 24, 2014. I find that the effective date of the end of the tenancy is January 31, 2015 and that therefore the Landlord is entitled to an Order of Possession effective January 31, 2015. However, the Landlord seeks an Order of Possession effective February 28, 2015.

Further to the provisions of Section 55(1) of the Act, I hereby provide the Landlord with an Order of Possession **effective 1:00 p.m., February 28, 2015.**

### **Conclusion**

The Tenants’ application is dismissed without leave to re-apply.

I hereby provide the Landlord with an Order of Possession **effective 1:00 p.m., February 28, 2015**, for service upon the Tenant. This 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: January 23, 2015

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Residential Tenancy Branch

