



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding D. Karrasch Construction Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause received June 9, 2015.

The Notice alleges that the tenant or a person permitted on the property by him has significantly interfered with or unreasonably disturbed another occupant or the landlord.

Such an allegation, if proved, is a lawful reason for evicting a tenant under s. 47(1)(d)(i) of the *Residential Tenancy Act* (the “Act”).

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant has given cause to be evicted on the ground alleged?

Background and Evidence

The rental unit is a one bedroom apartment on the lower level of a duplex. The tenancy started in July 2014. The monthly rent is \$600.00, due on the first of each month, in advance. The landlord holds a \$300.00 security deposit.

The landlord’s witness Mr. S.R. is a tenant in the suite above the rental unit in question. He testifies that on June 7, 2015 at approximately 8:30 in the evening the tenant came up and started banging on the door to his unit, like he was kicking it. Mr. S.R. opened to door. He says the tenant was very drunk, with a red face and smelling of alcohol. He says the tenant began yelling in his face that he could not take a nap because of noise from the T.V. and fans running in Mr. S.R.’s unit. Mr. S.R. says he tried to calm the tenant down saying that the items had been turned down but the tenant told him “multiple times” that if he did not shut up he would punch him in the face and that would be the only way Mr. S.R. “would learn.”

The tenant left and Mr. S.R. went out of his apartment to call the landlords. As he returned he says the tenant again confronted him “right up to my face and again went off at me.”

Before the landlords arrived the tenant again came to Mr. S.R.’s door saying that Mr. S.R. was lucky the tenant was so understanding and wanting to shake hands. Mr. S.R. told him the landlords were coming and, he says, the tenant got upset again and “stormed off.”

Mr. S.R. says that the tenant’s drinking makes him feel unsafe and uncomfortable in his own home.

Ms. A.T., who lives with Mr. S.R. in the suite above the tenant’s testifies that she was home and heard the incident. She heard the tenant threaten to punch Mr. S.R. if he didn’t stop talking. She heard the tenant come back to apologise and leave saying “now you’ve started something.”

Ms. N.T., another tenant of this landlord, lives in a separate complex close by. She heard the altercation and saw the tenant yelling at the “young fellow” above. She says the tenant was “so close yelling at him that the young fellow was just putting his hands up like trying to defend himself in case the man is going to hit him.” She could see that Mr. S.R. was very scared.

Ms. N.K. for the landlord says the tenant is “nice when sober.” She relates an incident regarding noise from last year when she indicated to the tenant that he should simply let the upper tenants know if they are emitting too much noise. She says that when she saw the tenant on the night of June 7th, he was drunk.

Mr. D.K. testifies that when he attended that night he found Mr. S.R. “shaken.”

The tenant testifies that he has had noise problems with the tenants upstairs before and the landlord had told him to confront them himself. He denies kicking the door. He denies telling Mr. S.R. that he would punch him if he kept talking. Rather, he says, he told Mr. S.R. that “I feel like I could punch you in the face.”

Analysis

There is certainly nothing wrong with one tenant of a building telling another that the latter's noise is disturbing him. Nor is it wrong for landlord to suggest direct interaction. It is assumed that persons will comport themselves in a civil and polite manner.

The tenant's conduct on this occasion was, I find, aggressive and purposely threatening to Mr. S.R.. Such conduct clearly and unreasonably disturbed not only Mr. S.R. but Ms. A.T. and Ms. N.T. as well..

I find that the landlord has established cause for the Notice to End Tenancy

Conclusion

The tenant's application is dismissed. The Notice is upheld.

The landlord made a verbal request for an order of possession, as it is entitled to do under s. 55 of the *Act*. I grant the landlord an order of possession for one o'clock in the afternoon on July 31, 2015, the effective date in the Notice.

This decision was rendered orally at hearing and 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: July 07, 2015

Residential Tenancy Branch

