



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

This matter was originally heard on October 29, 2015 and adjourned to this date, to give the tenant an opportunity to have proper representation at the hearing. The tenant's nurse attended the hearing on this date – December 15, 2015, as an advocate for the tenant.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on November 01, 2014. The monthly rent is \$600.00 due on the first of each month. The rental unit is located on the lower level of the landlord's home. The landlord lives upstairs.

The landlord testified that right from the start of the tenancy, the landlord noticed the tenant behaving in a strange manner. The tenant would shout orders to people even though she was on her own. The landlord testified that often while she was using the shared laundry on the lower level, she would hear the tenant yelling "Get out, get out", even though there was no one in the rental unit other than the tenant.

The landlord testified that on March 18, 2015, she returned home to find the police at her residence. The police reported to the landlord that the tenant had called 911 saying that there were several people in her home who would not leave. The police stated that other than the tenant, there was no one in the rental unit.

The landlord further testified she observed the tenant setting a table for several people and cooking large amounts of food, but no one visited her. The landlord also stated that the tenant would scream "Get out, get out" at all hours of the day and night.

The landlord contacted the tenant's mental health nurse and reported the problems that she faced with the tenant.

On August 07, 2015, the police were called again, by the tenant who reported to them, that the landlord was in the rental unit, sitting on her bed and would not leave. The tenant also told police that her ex-husband is a policeman and fireman and has two tongues.

The landlord stated that initially the tenant would allege that there were people in the rental unit who would not leave, but when the tenant began to accuse the landlord of entering the rental unit and refusing to leave, the landlord stated that she started to feel uncomfortable and fearful for her safety and that of her family.

On August 12, 2015, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

The notice was served for the following reasons:

Tenant or a person permitted on the property by the tenant has:

- a. significantly interfered with or unreasonably disturbed another occupant or the landlord

The landlord stated that the odd behavior continued and on September 08, 2015, the tenant called 911 and reported that the male landlord and the seven year old male child had raped her. On September 14, 2015, the tenant reported to the police that the landlord was beating her children. The police conducted an investigation and found that no further action was required.

The landlord stated that she feels insecure in her own home and is fearful that the tenant may react negatively with her seven year old son after the allegations of rape.

An attempt to arrive at a mutually agreed upon date to end the tenancy, was made but the parties could not come to an agreement. The landlord offered to allow the tenancy to continue to February 01, 2016, if I upheld the notice.

At the end of the hearing, the tenant's ex-husband joined the hearing and requested that the tenant be given additional time to find a new place to rent.

The landlord was very clear that she wanted the tenancy to end and agreed to allow the tenancy to continue until February 01, 2015, even though the effective date of the notice was September 30, 2015.

Analysis:

In order to support the notice to end tenancy, the landlord must prove the reason for the notice to end tenancy. Based on the documentary evidence and the verbal testimony of both parties, I find that the tenant has health issues that cause her to be delusional and make serious allegations against the landlord and her family members.

The tenant's advocate who is also her mental health nurse confirmed that the tenant has mental health issues that cause the tenant to behave in the manner that she has behaved.

Upon careful consideration of the evidence before me I find that the events since August 2015 involve noise disturbances that include shouting and crying at all hours of the day and night and serious allegations against the landlord that were investigated by the police and found to be baseless.

I further find that by alleging misconduct on the part of the landlord, the ensuing investigation caused the landlord anxiety and feelings of insecurity. Therefore I find that the landlord has proven that through the tenancy, the tenant has engaged in activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of the landlord and her family.

Finally, I find that despite having received a notice to end tenancy, the tenant did not change her behaviour and the noise disturbances and allegations continued. Therefore I uphold the notice to end tenancy.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), 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. 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 notice to end tenancy is upheld and the tenancy will end. I grant the landlord an order of possession effective on or before 1:00 pm on February 01, 2016.

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: December 15, 2015

Residential Tenancy Branch

