



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WOODGROVE SENIOR CITIZEN SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC OPC

### **Introduction:**

Both parties attended the hearing and confirmed both the Notice to End the Tenancy for cause dated May 24, 2016 to be effective June 15, 2016 and the tenant's Application were personally served. I find the documents were legally served pursuant to sections 88 and 89 of the Act. The effective date on the Notice is automatically corrected to June 30, 2016 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The tenant applies pursuant to section 47 of the Act to cancel the Notice.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The parties agreed the tenancy began September 15, 2008. The current rent is \$294 and there is a security deposit of \$250. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

a) The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;

The landlord gave sworn testimony to the cause for ending the tenancy. He said he has had seven written complaints about the tenant harassing other residents. He said the tenant's sister was living in the other nearby building and he harassed her by putting notes on the wall claiming she owed him money among other things. The police had to be called in late April, 2016 and the sister has moved out. The landlord said the tenant has been similarly harassing other people in the building, often for money, putting notes on their doors. The Police have also been called in relation to this behaviour.

When I queried the tenant about the reason for the complaints of others, he said he had a trauma last year and is under the care of a psychiatrist. He has psychotic episodes and has to rely on others to tell him what is happening sometimes. He said he has had bipolar disorder for most of his life but was only diagnosed in 2007 when he went

through a divorce. At that time, he went to get his tools from his ex-wife and a friend who was with him was smoking and set fire to some rags in the driveway. He said the doctors struggle to get the dosage of medication for him correct.

The landlord suggested smoking marijuana and using alcohol made it more difficult to get the most effective use of the medication. The tenant denied using marijuana and alcohol and the landlord said one of his complaint letters related to his usage. The tenant said there is insufficient support for mental health issues and his sister suffered with the same problems. The landlord said most of the residents in the building complain about this tenant but are afraid to put it in writing for fear of repercussions but he has had seven written complaints. The tenant said he had many letters testifying to how helpful he is. None of the letters were in evidence.

**Analysis:**

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The onus of proof is on the landlord to prove on a balance of probabilities that they have good cause to end the tenancy. Based on the weight of the evidence in the hearing, I find the tenant has significantly interfered with, and unreasonably disturbed other occupants. I find he posts notices or notes in the halls or on their doors and harasses them for money. The Police have been called a few times to intervene and his sister has moved from a neighbour building and asked for a restraining order against him.

I find the tenant did not disagree that he had acted in this way. However, he referred to his mental health issues and the difficulty of the dosage of his medication. Although medical issues make a bad situation for him, I find section 47 of the Act does not permit him to significantly interfere with and unreasonably disturb other occupants and the landlord. I dismiss his application to set aside the Notice to End Tenancy for cause. The tenancy is ended.

Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 47 and has upheld the Notice. The landlord has made this request at the hearing. As a result I grant the landlord an Order for Possession effective July 31, 2016 as he requested.

**Conclusion:**

I dismiss the tenant's application. The filing fee was waived so not awarded.

I grant the landlord an Order for Possession effective July 31, 2016. 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: July 14, 2016

---

Residential Tenancy Branch