



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER MANAGEMENT LTD. & JENNIFER MOON  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause and to recover the filing fee for this proceeding.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the “hearing package”) by personal delivery on June 21, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on January 1, 2016 as a month to month tenancy. Rent is \$890.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$445.00 on December 21, 2015.

The Landlord said she served the Tenant with a 1 Month Notice to End Tenancy for Cause dated June 13, 2016. She served the Notice on June 13, 2016 by posting the Notice on the door of the Tenant’s rental unit. The Effective Vacancy date on the Notice is July 31, 2016. The Tenant is living in the unit and the Landlord requested an Order of Possession if the Tenant’s application is unsuccessful.

The Landlord continued to say that the Tenant has had a number of complaints from other tenants in the building about noise and aggressive behaviour from a male guest known to the Tenant. The Landlord continued to say there was an incident on June 10, 2016 that resulted in the 1 Month Notice to End Tenancy for Cause. The incident on June 10, 2016 involved the Tenant entering the neighbouring tenants unit and saying “you called the Police on my boyfriend” and then the Tenant hit the neighbouring tenant in the face. The Landlord said they provided a signed statement from the neighbouring tenant in the evidence package. The neighbouring tenant signed statement which says

the Tenant entered her unit and hit her in the face. Further the Landlord said the Police came to the incident on June 10, 2016 and charged the Tenant with assault. The Landlord said there have been a number of incidents with the Tenant and her boyfriend (the Tenant's Agent at the hearing), but this incident put the neighbouring tenant and other tenants in the complex at a safety risk. The Landlord said it is part of their job to provide a safe living environment for their tenants and this Tenant has created a safety issue for the building. The Landlord requested an Order of Possession for July 31, 2016 the effective vacancy date on the 1 Month Notice to End Tenancy for Cause if the Tenant is unsuccessful in canceling the Notice.

The Tenant's agent said the Landlord and other tenants in the building are conspiring to evict the Tenant wrongfully. The Tenant's agent said the Tenant does not know these people and the charges against her are wrong. The Tenant's agent said he has a video of the incident which shows the Tenant did not hit the neighbouring tenant. The Tenant's agent said he did not submit the video because it is evidence for the Tenant's Provincial Court case.

The Tenant said she did hit the neighbouring tenant in the face but the neighbouring tenant started the fight by scratching her. As well the Tenant said it was not in the neighbouring tenant's unit but in the hallway where the fight took place.

The Tenant's agent confirmed there was assault charges filed against the Tenant by the Police and an order not to interact with the neighbouring tenant. The Tenant's agent said the Tenant will be found not guilty because this is all about a wrongful eviction of the Tenant.

The Tenant's agent said he had no closing remarks. Further the Tenant's agent became aggressive and started shouting obscenities at the Landlord and the Arbitrator during time given to Landlord for their closing remarks. The Arbitrator requested the Tenant's agent to control himself which he did not and the Arbitrator concluded the hearing.

### Analysis

It is apparent from the testimony and evidence that there are issues between the Tenant and her guest (the Tenant's Agent) and the Landlords. The Landlords said the Tenant and her guest present a safety risk to the neighbouring tenant and other tenants in the rental complex. The Landlords are responsible for safety in the building therefore the Landlords are requesting this tenancy ends for safety reasons. The Landlords have provided testimony of three agents of the Landlord and a signed statement of the neighbouring tenant as well as letters from other tenants to corroborate their testimony.

The Tenant and her Agent have not provide any corroborated evidence to support their testimony as they indicated that if the Tenant is found not guilty of assault in Provincial Court then this is a wrongful eviction.

The parties will abide by the following decision with respect to the tenancy. In Section 47 of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. Similarly the landlord must show that a tenant has **seriously** jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or put the landlord's property at **significant** risk.

In this case it is my finding that the reasons given for ending the tenancy have reached the level of **unreasonableness, significance or seriousness** required by section 47 of the Residential Tenancy Act. The Tenant testified that she struck the neighbouring tenant and fought with her in the hall way. This behaviour meets the level of **seriousness or unreasonableness** that the Act requires. Further I accept the Landlords testimony and evidence that the Tenant and her guest are responsible for the incident on June 10, 2016. I find the Tenant has not established grounds to cancel the 1 Month Notice to End Tenancy for Cause date June 13, 2016 due to lack of evidence. Further pursuant to section 55 of the Act I award the Landlord an Order of Possession with an effective vacancy date of July 31, 2016.

As the Tenant has been unsuccessful in this matter I order the Tenant to bear the cost of the filing fee which the Tenant has already paid.

### Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

An Order of Possession effective July 31, 2016 has been issued to the Landlord. A copy of the Order must be served on the Tenant in accordance with the Act: the Order of Possession and may be enforced in the Supreme Court of British Columbia.

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 27, 2016

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Residential Tenancy Branch

