



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, CNC, OPC, FF

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord(s). Both files were heard together.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for cause.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy that was given for cause, a request to retain the full security deposit, and a request for recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether to cancel or uphold a Notice to End Tenancy that is been given for cause.

### Background and Evidence

The parties agree that this tenancy began on September 1, 2015.

The parties also agree that the tenant received a one-month Notice to End Tenancy on September 6, 2016 stating the following reasons:

- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord's agent testified that due to the tenant's aggressive behavior they have had five complaint letters from other tenants in the rental property, and although the tenant has been given a warning letter the tenants aggressive behavior continues.

The landlord's agent further testified that the occupants of this rental property are mostly seniors and they feel threatened by this tenant's behavior and some tenants have also stated that they will vacate if this tenant is not evicted as they do not feel safe.

The landlord's agent further testified that, on one occasion, one of the tenants felt so threatened that they called the RCMP; however this tenant refused to answer the door to the RCMP.

The landlord's agent further testified that the letters clearly show that this tenant is unreasonably disturbing the other occupants of the rental property.

The landlord's agent therefore requests that the Notice to End Tenancy be upheld and that an Order of Possession be issued for as soon as possible.

The tenant testified that he does not act in an inappropriate or aggressive manner towards the other tenants at the rental property and that the five tenants, who have written letters, are ganging up against him to help the landlord evict him.

Tenant further testified that he has lived at the rental property without any issues since September 1, 2015, and all these problems began after he left a heated message on the landlords voicemail, on August 26, 2016, after a confrontation with one of the other tenants guests. During that conversation he also voiced concerns he had about how he believe the landlord was not enforcing the rules of the rental property.

The tenant further testified that he believes he's being evicted because the landlord was upset at him having expressed his concerns, and therefore the landlord has gotten tenants to make false statements to speed up the process of evicting him.

The tenant further stated that there are 31 rental units in this property and yet the landlord is only supplied complaint letters from five of those 31 people and many of those other people have been supportive of him, although they don't want to get involved by writing any letters for evidence.

The tenant is therefore requesting that this Notice to End Tenancy be canceled and that the tenancy continues.

### Analysis

It is my finding that the landlord has shown, on the balance of probabilities, that this tenant is unreasonably disturbing the other occupants of the rental property.

The landlord has supplied signed witness letters from five tenants in the rental property, all of whom state that they find this tenant to be very aggressive and intimidating and many state they are fearful of this tenants behavior.

The tenant has stated that all of these tenants have fabricated this information; however I find it very unlikely that five separate tenants would have fabricated letters of different negative interactions that they have had with this tenant.

It is my decision therefore that I will not cancel this Notice to End Tenancy, and I will be issuing an Order of Possession to the landlord.

I also allow the landlords request for recovery of the \$100.00 filing fee.

### Conclusion

The tenant's application is dismissed in full without leave to reapply.

Pursuant to sections 47 and 55 of the Residential Tenancy Act I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

I have allowed the landlords request for recovery of the \$100.00 filing fee, and I therefore order that the landlords may retain \$100.00 of the tenants security deposit to cover this fee.

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: November 07, 2016

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Residential Tenancy Branch