



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding UNITED REVENUE PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, CNE

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- an order to cancel the landlord's One Month Notice To End Tenancy for Cause (the "One Month Notice"); and
- an order to cancel the landlord's Notice to End Tenancy given because the tenant's employment has ended.

The landlord's agent (the "landlord") and the tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

### Preliminary and Procedural Matters

The landlord testified that there was no Notice given to end the tenancy because the tenant's employment has ended. The tenant acknowledged that his rental unit was not provided for the term of any employment. Therefore, I dismiss the tenant's claim relating to this Notice To End Tenancy.

The landlord and tenant were requested to provide a copy of the second page of the One Month Notice by 4:00 p.m. on March 8, 2017. The landlord provided the document as requested. The tenant submitted the wrong document. The document that the landlord submitted is consistent with the testimony of the landlord and tenant.

The tenant's phone disconnected from the teleconference hearing at 10:27 a.m. The tenant subsequently reconnected to the teleconference hearing at 10:35 a.m. During the

8 minutes that the tenant was absent, I did not hear any testimony or submissions from the landlord.

### Issue to be Decided

- Is the tenant entitled to cancellation of the landlord's One Month Notice?

### Background and Evidence

The undisputed testimony established that, pursuant to an oral tenancy agreement, a month to month tenancy started on or about the middle of August 2006. Rent in the amount of \$435.00 is due on the first day of each month. No security deposit was paid.

The landlord issued a One Month Notice with an effective move out date of February 28, 2017. The parties acknowledged that the landlord served a copy of the One Month Notice by leaving a copy with the tenant on January 27, 2017.

The landlord's reason for wanting to end the tenancy set out in the One Month Notice is that the tenant or a person permitted on the property by the tenant has:

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

### Landlord's Evidence:

The landlord testified that the tenant has been the source of frequent complaints from various occupants over an extended period of time.

The landlord provided a written statement dated March 3, 2017 from an occupant who set out their complaints about the tenant's behavior over the past year since they moved into their rental unit. The occupant complains that the tenant is loud, obnoxious and rude, particularly when he is extremely intoxicated. The occupant described the tenant as "obscenely loud and rude to all occupants" when he is drinking. The occupant indicated that the disturbances usually occur at night between the hours of midnight and six a.m., disturbing the occupant's sleep. The occupant complains that the situation has made them feel nervous since they moved in. The occupant also complains about one of the tenant's regular guests who is described as "loud when she is drinking". According to the occupant, when the tenant's guest is asked to leave, she causes such a disturbance that the police have been called to remove her.

The landlord provided a written statement dated March 2, 2017 from a separate occupant complaining about the tenant's intoxicated behavior. This occupant indicates that the tenant's behavior has been a problem for years. This occupant indicates that they have witnessed the tenant be abusive towards other occupants when he is intoxicated. This occupant also indicates that she has observed the tenant bullying and threatening two other occupants who are fearful of the tenant. The occupant indicates that the tenant is very loud and frequently disturbs the occupants in the entire building.

The landlord testified that he has observed the same pattern of behavior that the occupants have described in their written statements. The landlord testified that he worked at the building during the months of September and October 2016 and observed the tenant intoxicated and being abusive to other occupants.

The landlord testified that he received a Facebook post sent by a resident in an adjacent building complaining about having to call 911 around 3:30 a.m. after their sleep was disturbed by a male yelling outside. The author of the post indicated that the male was yelling for someone and saying "I'll tear your throat out like a Wolf". This complainant indicated that they only slept 40 minutes that night due to the disturbance caused by the male. The landlord was not able to identify the male referred to in the Facebook post as being this tenant.

The landlord provided a letter from the City dated January 19, 2017 issuing the landlord an invoice for Excessive Nuisance Abatement Fees. The letter indicates that the landlord is being charged for excessive nuisance service calls based upon the number of times the police have been called to the building. The landlord testified that he was unable to access the police records to determine if the tenant was responsible for any of the nuisance service calls.

#### Tenant's Evidence:

The tenant categorically denies the allegations made against him by the landlord and the two occupants who provided written statements. The tenant argued that the allegations are a mix of exaggerations and falsehoods.

The tenant testified that there is a conspiracy against him led by the two occupants who are reportedly fearful of him, referred to in the written statement dated March 2<sup>nd</sup>, 2017. The tenant testified that these two occupants are not fearful of him. The tenant testified that these two occupants are manipulating the landlord and the two occupants who provided written statements into believing false allegations to have the tenant evicted. The tenant testified that these two occupants have gone to extreme measures to have

the tenant evicted. The tenant testified that the conduct of these two occupants amount to harassment.

The tenant acknowledged that he is trying to address his drinking and that he could be trying a lot harder. The tenant testified that he has been told that he talks loud when he is drunk and that he turns into an “idiot” when he is drinking.

The tenant acknowledged that he was the male referred to in the Facebook post and that the incident did occur as described. The tenant, however, testified that this incident happened approximately two years ago.

The tenant submitted copies of letters he had written to the landlord about the problems he was having with the other occupants. The tenant also submitted a very detailed written account of the conflict that he has encountered over a long period of time between him and the two occupants who he alleges are conspiring against him.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows.

I find that there is sufficient evidence to satisfy me that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

In making this finding I have taken into consideration the fact that the landlord has provided written statements from two separate occupants complaining about the tenant’s loud, obnoxious, abusive and rude behavior when he is intoxicated. I have also taken into account the fact that the complaints made by the two occupants are supported by the landlord’s own personal observations describing the same behavior. I have also taken into account the tenant’s admission that he has a problem with drinking and that, although he is trying to address it, more effort is required.

I also have taken into consideration the fact that the tenant acknowledged causing the disturbance described in the Facebook post. Although this disturbance may have occurred two years ago, the tenant’s behavior on that occasion is consistent with the nature of the complaints made by the landlord and the two occupants who submitted the written statements.

For these reasons, I am not persuaded by the tenant's submissions that the landlord and the two occupants who provided written statements have been manipulated into believing false allegations which are part of a conspiracy to have the tenant evicted.

I have not relied upon the letter from the City dated January 19, 2017 regarding the Excessive Nuisance Abatement Fees as the landlord has not established the tenant's liability for any of the service calls.

Based upon the foregoing, I find that the tenant is not entitled to cancellation of the One Month Notice. Therefore, I dismiss the tenant's application.

When a tenant's application to dispute a landlord's notice to end a tenancy is dismissed, s.55 of the *Act* requires me to grant an order of possession if the landlord's notice to end a tenancy complies with section 52 of the *Act*.

Based on the above testimony and evidence, I find that the One Month Notice complies with section 52 of the *Act* and is valid. As a result, I find the landlord is entitled to an order of possession.

### Conclusion

The tenant's application is dismissed and the One Month Notice is upheld.

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, 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: March 10, 2017

