



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lynnhaven Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC

Introduction

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the "Act").

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to a cancelation of the notice to end tenancy?

Background and Evidence

The following are agreed facts: The tenancy under written agreement started on April 1, 2014. Rent of \$375.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$162.50 as a security deposit. ON august 6, 2019 the Tenant was given a one month notice to end tenancy for cause dated August 6, 2019 (the "Notice"). The stated reason for the Notice is that the Tenant or a person permitted on the property by the Tenant significantly interfered with or unreasonably disturbed another occupant or the landlord. The Notice sets out details of yelling, threatening gestures and verbal abuse including an incident where the Tenant threw a hamburger in another tenant's face.

The Landlord states that on July 3, 2019 the Tenant was in a shouting match with another tenant and used a gesture to threaten the other tenant. The Landlord provides a witness statement of this incident. The Tenant states that this incident occurred during a yard sale at

the building and that the Tenant was not even present at the sale. The Tenant states that another tenant made a gesture and that this tenant was screaming at the other tenants.

The Landlord states that on July 23, 2019 the Tenant was involved in a parking dispute where another tenant's guest was parking in an area that was restricted to the building. The Landlord states the guest and the other tenant felt a little threatened and unsafe. The Landlord provides a letter from this other tenant that only describes the Tenant using threatening language and verbal abuse. The Landlord states that it is unaware of the language used and the letter provides no details other than the Tenant calling the other tenancy a swear word. The Tenant states that it was not aware the person parking their car in the restricted area was a guest and that on the date in question there was a festival across the street. The Tenant states that after the person showed him a fob to the building the Tenant apologized. The Tenant states that the other tenant was screaming and made the scene. The Tenant states that after apologizing he only walked away.

The Landlord states that on August 3, 2019, while at a barbeque, the Tenant threw a hamburger in the face of another tenant. The Landlord states that there has been no other issue with this tenant however this tenant now feels unsafe. The Landlord argues that while there are only a few incidents, the disturbance was significant and unreasonable as the building houses seniors. The Tenant states that this tenant suffers from amnesia. The Tenant states that after placing 4 pieces of chicken on the barbeque the other tenant was told not to touch the chicken four times. The Tenant states that this tenant then took a piece of the chicken. The Tenant states that the other tenant was told no several times and that the Tenant then took the chicken back, put it on his plate left. The Tenant states that the other tenant was not slapped with either a hamburger or the chicken. The Tenant provides a witness statement of the incident.

The Tenant's advocate argues that the Tenant has been a long-term Tenant having lived in the Landlord's buildings since 2012 with no issues. The Advocate argues that the issues raised here are frivolous and are only disagreements. The Advocate argues that the incidents referred to by the Landlord do not rise to the standard of unreasonable or significant as no police were ever called. The Landlord asks for an order of possession for October 31, 2019 if the Notice is found to be valid.

Analysis

Section 47(1)(d)(i) of the Act provides that a landlord may end a tenancy where the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. Ending a tenancy is a very serious matter. Given the lack of detail and only the use of descriptors by the complaining tenants and as the incidents are only minor in nature and appear more like arguments I find that the Landlord has not substantiated that there was anything significant or unreasonable done by the Tenant. As such I find that the Notice is not valid for its stated reason and that the Tenant is entitled to its cancellation. The tenancy continues.

Conclusion

The Notice is cancelled, and the tenancy continues.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 15, 2019

Residential Tenancy Branch