



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, LRE, MNDC, FF

Preliminary matter

At the start of the conference call the Tenant questioned why the Landlord had an agent. The Tenant asked why she did not receive any formal documents advising her of this. The Arbitrator told the parties a participant in a Residential Tenancy Branch disputes can have an agent or advocate without notifying the other party. The Tenant said she understood and the hearing continued.

The Arbitrator confirmed this was a tenancy under the jurisdiction of the Act prior to proceeding.

Introduction

This matter dealt with an application by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause, to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, to set restrictions on the Landlord's right of entry, for compensation for loss or damage to the Tenant under the Act, regulations and tenancy agreement and to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on October 4, 2019. 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 represented.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notices to End Tenancy?
2. Is the Tenant entitled to an order to restrict the Landlord's right of entry?
3. Is there damage or loss to the Tenant and if so is the Tenant entitled to compensation for that damage or loss?

Background and Evidence

This tenancy started on August 29, 2019 as a verbal month to month tenancy. Rent is \$700.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$350.00 at the start of the tenancy. The Tenant said no move in condition inspection report was completed at the start of the tenancy. The Landlord said the Tenant has not paid the November 2019 rent as of yet.

The Landlord's agent said the Tenant paid the rent for October 2019 within 5 days of the Landlord issuing the 10 Day Notice to End Tenancy. The Landlord's agent said the 10 Day at Notice to End Tenancy dated October 2, 2019 has been satisfied and does not have to be dealt with in this hearing.

The Landlord's agent said she served the Tenant with a 1 Month Notice to End Tenancy for Cause dated September 27, 2019. She served the Notice on September 28, 2019 by putting the Notice in the Tenant's mail slot. The effective vacancy date on the Notice is October 31, 2019. The Tenant is living in the unit and the Landlord requested to end the tenancy if the Tenant's application is unsuccessful.

The Landlord's agent continued to say that the Tenant has had numerous disputes with the other tenants in the rental unit. The tenants rent bedrooms in the Landlord's house and share common areas including the kitchen and bathrooms. The Landlord has separate living quarters. The Landlord's agent said the incidents that lead to issuing the 1 Month Notice to End Tenancy started on September 23, 2019 when the Landlord's agent received a phone call that the Tenant was in another tenant's (F.N.) room and the Tenant was yelling at her. The Landlord's agent said the Tenant did not have permission to be in that room. The Landlord's agent continued to say the second incident was on September 25, 2019 when there was an argument which resulted in the Tenant grabbing another tenant's (Y.W) arm and caused scratches to Y.W.'s arm. The Landlord's agent said Y.W. arm was bleeding. The Landlord submitted photographs of the wounds to Y.W.'s arm. Further the Landlord submitted a signed witness statement from Y.W. stating that on September 25, 2019 she tried to stop the Tenant from recording the incident and the Tenant pushed Y.W. and scratched Y.W. arm. Further in Y.W.'s statement Y.W. said the Tenant entered Y.W.'s room without permission on September 26, 2019 and there was an additional argument. Y.W.'s. statement ends by saying that she moved out of the rental unit on September 28, 2019.

Further the Landlord's agent said she has submitted an affidavit from another tenant N.F. that confirms the witness statement from Y.W. The Landlord's agent continued to say she received the phone call from F.N. on September 23, 2019. In that call F.N. said that the Tenant was in F.N.'s room without permission and there was an argument. Further the Landlord's agent said she was in the house the night of September 25, 2019 and she witnessed the Tenant grab Y.W.'s arm and scratch it. The Landlord said she has to provide security for all of her tenants and the Tenant is causing a disruption and has physically hurt the tenant Y.W. who now has moved out. The Landlord said she wants to end the tenancy for security reasons.

The Tenant said that she argued with the other tenants because she thought the house was dirty and she they could do a better job keeping it clean. This discussion resulted in an argument and the police were called. The Tenant said the Police said they should work it out and that permission was needed to go into anyone's room.

The Tenant said the incident on September 25, 2019 was not her fault as she wanted to record the incident because she thought the other tenants and the Landlord's daughter were not treating her right. The Tenant said when she started recording Y.W. tried to turn her phone off and they pushed each other and Y.W. got scratched by the Tenant's finger nails. The Tenant said she tried to talk to the Landlord's daughter and Y.W. to work it out but there was no agreement. The police came and told them again to work it out and not to go into each others rooms without permission.

The Tenant continued to say that because of how she has been treated by the Landlord's daughter and the other tenants she is stressed. The Tenant said she believes that because the Landlord's agent has phoned her at work she lost her job. The Tenant said she is requesting \$1,820.00 as compensation for lost wages. Further the Tenant said she is requesting to recover the costs of postage in the amount of \$14.20, the cost of a translator in the amount of \$40.00, printing costs for the hearing of \$16.00 and the filing fee of \$100.00. In addition the Tenant said she believes the Landlord's daughter took or threw out four pairs of her socks and the Tenant is requesting \$28.00 in compensation from the Landlord. The Tenant said her monetary claim is for \$2,018.20.

The Tenant provided a supporting letter from her employer that she was requested to stop work and get some rest as well as receipts for postage, printing, translating and the filing fee. The Tenant also included information about the type and cost of the socks she is claiming for.

The Tenant said in closing that the Landlord's agent/daughter and the other tenants have laughed at her and treated her badly. The Tenant said she believes she was defending herself when Y.W. was scratched and it was not her fault. As well she believes the Landlord's daughter has moved her things around and may have thrown some of her things out. The Tenant said in closing that she believes the Landlord's agent wants to end the tenancy so she can increase the rent from \$700.00 to \$750.00 per month.

The Landlord's agent said in closing the Tenant has caused many disturbances and has injured a tenant who moved out following the incident. The Landlord's agent said they want to end the tenancy.

Analysis

Section 47 of the Act says:

(1)A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(a)the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;

(b)the tenant is repeatedly late paying rent;

(c)there are an unreasonable number of occupants in a rental unit;

(d)the tenant or a person permitted on the residential property by the tenant has

(i)significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(ii)seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii)put the landlord's property at significant risk;

(e)the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i)has caused or is likely to cause damage to the landlord's property,

(ii)has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii)has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(f)the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

(g)the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [obligations to repair and maintain], within a reasonable time;

(h)the tenant

(i)has failed to comply with a material term, and

(ii)has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

(i)the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [assignment and subletting];

(j)the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

(k)the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;

(l)the tenant has not complied with an order of the director within 30 days of the later of the following dates:

(i)the date the tenant receives the order;

(ii)the date specified in the order for the tenant to comply with the order.

It is apparent from the testimony and evidence that there are issues between the Tenant and the Landlord and the other tenants in the rental complex. Consequently the parties will abide by the following decision. In Section 47 (d) 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.

In this situation the Landlord's agent testified and provided witness statements that the Tenant has entered other tenant's rooms without permission and the Tenant physical injured another tenant Y.W. Which resulted in Y.W. ended her tenancy shortly after the incident happened.

The Tenant said she was defencing herself against Y.W. and it was not her fault the incident happened in the first place.

It is my view that if a tenant physically injures another tenant and this causes the injured tenant to move out of the rental unit, then the reasons given for ending the tenancy have reached the level of **unreasonableness, significance or seriousness** required by section 47(d) of the Residential Tenancy Act. I find that the Tenant has not established grounds to receive an order to cancel the One Month Notice to End Tenancy for Cause dated September 27, 2019. Consequently, I award the Landlord and Order of Possession effective 2 Days after service of the Order on the Tenant.

Further the Tenant has requested compensation for items that pertain to the hearing process which are not part of the tenancy therefore; I dismiss the Tenant's claims for postage in the amount of \$14.20, translating services for \$40.00 and printing for \$16.00.

In addition the Tenant has not provided medical evidence to corroborative her claim that she was unable to work because of stress caused by the tenancy. I dismiss the Tenant's claim for \$1,820.00 of lost wages.

With regard to the sock issue I find the Tenant has not proven the Landlord's agent throw her socks out. The Landlord said she moved some belongings of the Tenant to the Tenant's door and the Landlord's agent gave affirmed testimony that she did not throw the Tenant's socks out. I find the Tenant has not established grounds for her claim of \$28.00 for socks. The claim is dismissed.

As the Tenant has been unsuccessful in this matter I order the Tenant to bear the cost of the filing fee of \$100.00.

The 1 Month Notice to End Tenancy for Cause dated September 27, 2019 stands in effect and consequently, I find pursuant to s. 55(2)(b) of the Act that the Landlord is entitled to an Order of Possession to take effect 2 days after service of the Order on the Tenant.

Conclusion

The Tenant's application is dismissed without leave to reapply.

An Order of Possession effective 2 Days after service on the Tenant 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: November 06, 2019

Residential Tenancy Branch