



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns.

The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to a One Month Notice to End Tenancy for Cause?

Is the landlord entitled to the recovery of the filing fee from the tenant for this application?

Background and Evidence

The tenancy began on or about October 10, 2020. Rent in the amount of \$750.00 is payable in advance on the first day of each month. The tenant paid a security deposit of \$375.00 which the landlord still holds. The landlord issued a One Month Notice to End Tenancy for Cause pursuant to section 47 of the Act on February 28, 2021 for the following reason:

*(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,*

The landlord testified that the tenant has been threatening and harassing the other four tenants in the home. The landlord testified that the tenant has made threatening hand gestures and comments since November 2020. The landlord testified that the tenant is delusional and paranoid. The landlord testified that he has spoken to the tenant at least five times about her behaviour but she just cuts him off and tells him she doesn't want to talk to about it. The landlord testified that the tenant calls the police for unfounded reasons. The landlord testified that the tenant's behaviour has gotten so bad that one tenant moved out because of her and two others have threatened to move if she doesn't leave. The landlord testified that the tenant has negatively affected the house to the point where he must ask for the tenancy to end and requests an order of possession.

The tenant gave the following testimony. The tenant testified that the landlord is fabricating evidence and that she does not have any issues with the other tenants. The tenant testified that other tenants have been using her toiletries, using her footwear and wearing her clothes. The tenant testified that someone stole her phone, jewellery and rent receipts. The tenant testified that the landlord has been negligent in maintaining and cleaning the property. The tenant testified that the landlord told her to stop talking to the tenants which she found "weird".

### Analysis

When a landlord issues a notice under section 47 of the Act, the landlord bears the responsibility to provide sufficient evidence to support the issuance of the notice. The landlord testified that the tenant's behaviour has significantly interfered with other tenants so badly that one tenant has moved out and two more have threatened to move out. The landlord testified that not only does the tenants behavior disrupt the daily lives of the tenants, it has disrupted his ability to run his business as a landlord.

The tenant did not file an application to dispute the One Month Notice to End Tenancy for Cause, but she was given a full opportunity to provide testimony, submissions, and arguments. Although they were given that opportunity, the tenant spent the majority of the time she was given providing non relevant testimony or information that did not relate to the landlord's application. Much of the tenant's testimony was disjointed and illogical.

I found that the landlord gave clear, concise, and credible testimony. I find that the landlord has provided sufficient evidence to show that the tenant has significantly interfered with other tenants and the landlord, accordingly; I find that the landlord is entitled to an order of possession.

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord which should be served 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.

The landlord is entitled to retain \$100.00 from the security deposit in full satisfaction and recovery of the filing fee.

### Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

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: June 08, 2021

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Residential Tenancy Branch