



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) issued on June 14, 2021, and to have the landlord comply with the Act.

I note the tenant also received a second One Month Notice for Cause (the “2<sup>nd</sup> Notice”) issued on September 3, 2021 as they provided a copy of the 2<sup>nd</sup> Notice in evidence on September 13, 2021. The tenant did not amend their application to include the 2<sup>nd</sup> Notice.

Only the landlord appeared. The tenant did not appear.

I note that the digital files show that the staff at the Residential Tenancy Branch (the “RTB”) contacted the tenant by telephone on October 21, 2021 regarding the upcoming hearing as they were seeking confirmation if the hearing was still proceeding. A voice message was left, and it appears the tenant did not call back to the RTB.

The digital file further shows that on October 26, 2021, the tenant was sent a reminder notification to the email address they provided as service. The notification confirms the date and time of the hearing, which was scheduled for today October 29, 2021 at 9:30am.

The hearing proceeded in the absence of the tenant. The tenant did not attend although the phone system was open for 20 minutes.

As the tenant did not attend to provide any evidence on the issue to have the landlord comply with the Act. I dismiss that portion of the tenant's application without leave to reapply.

As I have noted above, the tenant provided a copy of a 2<sup>nd</sup> Notice as evidence; however, as the landlord was not served with an amended application and the tenant did not appear so I could ask the question, if the intent of the tenant was to verbally amend their application. Therefore, I did not consider the 2<sup>nd</sup> Notice as it is not properly before me.

However, I still must consider whether the Notice is valid under the Act, since it was disputed by the tenant.

### Issue to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenant acknowledged in their application that they received the Notice on June 14, 2021, by personal service. A copy of the Notice was filed in evidence.

The reason stated in the Notice was that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord testified that there has been ongoing issues with the tenant verbally abusing another occupant and had even attempted to attack them.

The landlord testified that on April 19, 2021, the tenant was yelling foul language at the other occupant and then attempted to hit them. The landlord stated another occupant was able to get in the middle and prevent the assault from occurring. The landlord stated that the police were called. Filed in evidence are two statements by the individual occupants referred to above.

The landlord testified that on May 20, 2021, the tenant then again was yelling at the same occupant and the occupants MHSU case manager worker. Filed in evidence is a written statement of the MHSU case manager worker which reads as follows.

On May 20,2021, I was with [redacted] by the elevators when another tenant [redacted] walked by and started to yell at both of us. She stated that we were talking about her and bullying her when we were just walking down the hallway. [redacted] caused a scene without any engagement from both [redacted] and [redacted] is scared that [redacted] will physically hurt her and would like something to be done to ensure her safety in the building. I have encouraged [redacted] to file a police report and have offered my support to help.

[Reproduced as written except for anonymizing names to protect privacy]

The landlord testified that since the Notice has been issued the tenant continues to harass other occupants that was the reason for issuing the 2<sup>nd</sup> Notice.

The tenant writes in her submission which reads in part,

“Yes did call her a name in a arguement and the police were called be we were told just to not talk to eachother.”

[Reproduced as written.]

### Analysis

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

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show the reasons stated in the Notice.

In this case, there is a history of harassment; however, I have only recorded the recent events leading up to the Notice being issued.

On April 19, 2021 the tenant admitted the police attended due to an argument they had with the occupant and they were told not to talk to the other occupant at the time. On May 20, 2021 the tenant was again yelling at the occupant and the occupants case worker, which was unprovoked. I find the tenant's actions on April 19, 2021 and May

20, 2021, did unreasonably disturbed the other occupant and their actions on April 19, 2021 seriously jeopardized the health or safety of the occupant.

Based on the above, I find the Notice has been proven by the landlord and is valid and enforceable. Therefore, I dismiss the tenant's application to cancel the Notice.

I find the tenancy legally ended on July 31, 2021, the effective date of the Notice. The Notice complies with section 52 of the Act. I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant.

This order must be served on the tenant and may be filed in the Supreme Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

#### Conclusion

The tenant's application to cancel the Notice is dismissed. The landlord is granted an order of possession.

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: October 29, 2021

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Residential Tenancy Branch