



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, RP

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. The tenant applied on February 9, 2022 for:

- an order cancelling a One Month Notice to End Tenancy for Cause, dated February 6, 2022 (the One Month Notice); and
- an order for repairs made to the unit or property, having contacted the landlord in writing.

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord confirmed she received the tenant's Notice of Dispute Resolution Proceeding (NDRP) and evidence, and the tenant confirmed she received the landlord's responsive evidence.

### Preliminary Matter

Rule of Procedure 2.3 states:

**2.3 Related issues** Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

As it is not related to the central issue of whether the tenancy will continue, I dismissed the Tenant's application for an order for repairs made to the unit or property.

### Issues to be Decided

- 1) Is the Tenant entitled to an order cancelling the One Month Notice?
- 2) If not, is the Landlord entitled to an order of possession?

### Background and Evidence

The parties agreed on the following details of the tenancy. It began February 1, 2021; and rent is \$1,319.25, due on the first of the month. A copy of the tenancy agreement is submitted as evidence. The rental unit is a basement unit in a duplex, and the landlord lives above the tenant.

The landlord testified she served the One Month Notice on the tenant in person on February 7, 2022, which the tenant confirmed. A copy of the One Month Notice is submitted as evidence. It is signed and dated by the landlord, gives the address of the rental unit, states the effective date, states the reason for ending the tenancy, and is in the approved form. The One Month Notice indicates the tenancy is ending because the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Details of Causes section of the One Month Notice describes the tenant yelling outside her door for about an hour, and that after the landlord asked the tenant to quiet down, the tenant, still outside, “screamed” at the landlord for an hour, “berating” the landlord, including making “extremely vulgar [sic] comments.” The Notice states that police attended, and that “these screaming ugly sessions are disturbing the other tenants and ... are constant and ongoing.” The Notice also states that police have been summoned at least four times in the last few months due to the tenant’s “disputes” with her roommate, and that the landlord is concerned about the landlord’s safety, and the safety of other tenants and the neighbours.

The landlord testified that the tenant has a pattern of disruptive behaviour, and submitted as evidence an “incident log” which includes the following:

- August 8, 2021 – Police have now been called to the property four times due to fights the tenant is having with her roommate.
- September 2, 2021 – The tenant was fighting with her roommate, there was loud yelling in the unit, then the tenant was screaming outside.

- October 11, 2021 – The tenant was in a “big screaming argument” outdoors, under the landlord’s window.
- October 24, 2021, 9:50 p.m. – The tenant was in a “big fight” with her roommate, which took place both inside the rental unit and outside.
- October 26, 2021 – The tenant and her roommate were fighting loudly for about an hour.
- November 14, 2021 – The tenant was in a loud fight, outside, with an unknown male, then her roommate returned, and was yelling at the tenant.
- November 27, 2021 – The tenant and her roommate were “fighting hard”; police attended.
- February 6, 2022 – The tenant was very drunk and screaming profanities at the landlord. Landlord states she is afraid for her safety. Police attended, and neighbours and other tenants gathered outside the landlord’s door.

The landlord submitted as evidence written statements from other tenants, which substantiate her claims that the tenant is frequently yelling, screaming, and fighting with her roommate both inside and outside the rental unit.

The tenant testified that she has been having numerous problems with the person living with her, and “is not getting support from the landlord on that.”

The tenant testified that some of the dates and times on the landlord’s incident log are incorrect, noting, for example, that on October 26, 2021 she was working 11:30 to 7:30. The landlord’s log does not specify what time the fight took place between the tenant and her roommate on October 26, 2021.

The tenant testified she is often away from the rental unit, as she works five to six days a week, that the landlord is “delusional,” and is “fabricating” events.

The tenant testified that in December 2021 she gave her roommate one month’s written notice that he must leave, but that he has not.

Regarding the interaction with the landlord on February 6, 2022, the tenant testified she had a bad day, “exploded,” and told the landlord “just to shut up.”

The tenant submitted as evidence a copy of the One Month Notice, email correspondence which documents the beginning of the tenancy, a completed police records request form, and three interior photos of the floor and plumbing.

### Analysis

Based on the parties' testimony, I find the landlord served the tenant the One Month Notice in person on February 7, 2022, in accordance with section 88 of the Act.

I find the One Month Notice meets the form and content requirements of section 52 of the Act, as it is signed and dated by the landlord, gives the address of the rental unit, states the effective date, states the reason for ending the tenancy, and is in the approved form.

Section 47 of the Act states that a tenant receiving a One Month Notice may dispute it within 10 days after the date the tenant receives the Notice. As the tenant received the Notice on February 7, 2022 and applied to dispute it on February 9, 2022, I find the tenant met the 10-day deadline.

Section 47 of the Act states that a landlord may give notice to end a tenancy if a tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord has testified that the tenant frequently has loud arguments with her roommate, both inside and outside the rental unit, causing the police to be summoned on multiple occasions. The landlord has also testified that the tenant has screamed at her, including making vulgar statements and screaming profanities at the landlord. The landlord has supported her testimony with detailed and thorough notes, and submitted as evidence written statements from other tenants, which substantiate her claims.

I find, on a balance of probabilities, that the tenant has significantly interfered with or unreasonably disturbed the landlord, and other occupants of the residential property.

Therefore, in accordance with section 47 of the Act, I find the landlord is entitled to an order of possession.

Conclusion

The Tenant's application is dismissed; the One Month Notice is upheld.

The Landlord is granted an order of possession which will be effective May 31, 2022, at 1:00 p.m.

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: May 24, 2022

---

Residential Tenancy Branch