



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LMLTD HOLDINGS CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP, PSF, OLC

Introduction

This hearing dealt with an application for dispute resolution under the *Residential Tenancy Act* (the Act).

On August 19, 2022, the tenant filed for:

- an order to cancel a One Month Notice to End Tenancy for Cause, dated August 10, 2022 (the One Month Notice);
- an order for repairs made to the unit, having contacted the landlord in writing;
- an order for the landlord to provide services or facilities required by the tenancy agreement or law; and
- an order for the landlord to comply with the Act, regulation, and/or the tenancy agreement.

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

Neither party raised an issue regarding service of the hearing materials.

Preliminary Matter

The Residential Tenancy Branch Rules 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 they are not related to the central issue of whether the tenancy will continue, I dismiss, with leave to reapply, the tenant's application for an order for repairs, for an order for the landlord to provide services or facilities required by the tenancy agreement or law, and for an order for the landlord to comply with the Act, regulation, and/or the tenancy agreement.

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

While I have considered the testimony and documentary evidence of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed on the following particulars regarding the tenancy. On August 1, 2019 the tenant moved into a unit in the building, and on February 1, 2022 moved to her current unit. Rent is \$1,015.00, due on the first of the month, and the tenant paid a security deposit of \$500.00, which the landlord still holds.

The parties agreed the One Month Notice was served on the tenant in person on June 30, 2022.

A copy of the One Month Notice was submitted as evidence. It is signed and dated by the landlord, gives the address of the rental unit, states an effective date, indicates the grounds for ending the tenancy, and is in the approved form, RTB-33.

The One Month Notice indicates the reasons for the Notice are:

- the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- the tenant knowingly gave false information to a prospective tenant or purchaser of the rental unit/site or property/park.

The Details of the Events section contains further information regarding the reasons for the Notice.

The landlord testified that they have received numerous letters of complaint from other tenants stating that the tenant is interfering with their quiet enjoyment of the property;

the landlord testified that some tenants have moved out as a result of the tenant's behaviour.

The following are submitted in support:

- a handwritten letter dated August 10, 2022, from an anonymous tenant, stating that the subject tenant convinced the writer that no one in the building liked her and has spoken "nothing but negativity and lies about the [landlord]." The writer stated of the subject tenant: "She lies about people in this building and creates [disturbances] emotionally + physically to the point where I was going to move out ... I truly am not able to stay in my apartment and live this way any longer."

The landlord testified the writer moved out in September 2022.

- an email dated August 10, 2022, from a different anonymous tenant, stating that the subject tenant gossips, intimidates, bullies, and maligns other tenants. The email states that the subject tenant tries to create issues between other tenants that have caused such distress that people have stayed in their units because seeing her upsets them. The email also states that the tenant says the living conditions at the building are "horrid," and that there are many drug dealers and addicts who live there. The email states that the writer was concerned the subject tenant had reported parents of an infant to the police, stating that the child had been neglected while the parent was dealing drugs throughout the evening. The writer stated that she found this difficult to believe as she knows the parents in question.
- an email dated August 9, 2022, from another anonymous tenant, stating that the subject tenant called the property manager "Hitler," spread lies about a friend and neighbour that he has a drug and gambling problem, and told a second neighbour that the writer did not like the second neighbour, causing the second neighbour great insecurity and depression. The writer states: "I dread leaving my suite in fear of running into [the tenant] and her negative dark heart. Please help! It's unbearable. I wish to remain anonymous for fear of [the tenant's] malicious [sic] and vindictiveness."
- an email dated August 8, 2022, from another anonymous tenant, stating that the subject tenant "has been harassing me over the past year with tales of woe and how horrible this building is and how she hates it, how terrible management are." It refers to a family who have a baby "who enjoys so much love and is so

carefully looked after,” and states that the tenant “called the police to tell them the baby was in danger and the father is a drug mule ... The poor people were visited by the police to check on the baby’s welfare.” The email states: “I might move to get away from this lunatic,” states that the tenant refers to the manager as “Hitler.”

- a typewritten letter, undated, which the landlord said was written by a previous tenant in 2020. The letter notes the writer’s unit number, and states that the subject tenant “stalks people and bullies you in to [sic] engaging in conversations with her ... I could not take it anymore and on Friday August 28th, I decided to move to another location for peace of mind, and stop the toxic environment I was living in.”

From their varying presentation and language, the referenced anonymous complaints appear to be different writers. This was not disputed by the tenant; the tenant testified that she knows who wrote the letters, based on their content and unit numbers.

The tenant testified that the allegations against her are not true, and that she does not behave that way. The tenant testified she spends 6 to 10 hours a day in her unit making art, only going out briefly to smoke. The tenant testified she is a volunteer, a senior, had breast cancer, has a brain tumour, and is disabled.

The tenant testified there are drug users in the building and that the managers are aware and have tried to evict them. The tenant’s advocate submitted that the tenant has significant health difficulties, and had to go to the hospital after being exposed to the drug use of others.

The tenant testified there is a large group of other tenants who congregate just outside the building, impeding her movement when she is entering or exiting the building. The tenant suggested that some of the group members may have written letters of complaint about her to the management. The tenant testified that she is not in conflict with the group members, and tries to avoid them.

The tenant testified she did not refer to the landlord as “Hitler,” submitting that it was another tenant who did so.

The tenant called her first witness, JS, who was affirmed and stated he has lived in the building about 4 years. The tenant’s advocate questioned JS, who stated that he was not aware of the tenant significantly interfering or unreasonably disturbing another

occupant or the landlord, that the manager may find the tenant's personality disturbing, and that he is not aware of illegal activity in the building, but is aware of illegal activity outside the building. The witness testified that the tenant "talks to everyone," does not speak to him about negative things, and stays mostly in her unit. The witness testified that he is not aware of the tenant speaking negatively about others, that he has not complained to management about the tenant, and that he has not been approached by anyone about negative things the tenant has said.

The advocate referred to two letters from witness JS, submitted as evidence; one is from August 10, 2022 and the other is from September 7, 2022. The September letter describes conversations and accusations between various parties. A signed letter dated August 10, 2022 is submitted as evidence; it is not possible to make out the name of the signer. The letter refers to people drinking outside the building and a person returning with more drugs "and the still upset baby." It states that 4 adults and the baby went into the building, emerging a short time later, and that the writer was upset about the situation.

The tenant called her second witness, SW, who was affirmed. SW testified she has known the tenant for 17 years, and is not a resident of the building, but visits the tenant there. SW testified that in August 2022 she went to visit the tenant, and as she was entering the building, SW passed a group who was smoking and drinking. SW testified that she smelled "pot," and that there was a young child with the group of adults. SW testified that she was concerned about the child's welfare, so told the tenant about the situation, and that the tenant called the police.

The tenant's advocate submitted that the tenant had called the police out of concern for the child's welfare.

Analysis

Based on the parties' testimony, I find the landlord served the tenant the One Month Notice on August 10, 2022, in accordance with section 88 of the Act, and that the tenant received it on the same day.

I find the One Month Notice meets the form and content requirements of section 52 of the Act.

The landlord has provided testimony and documentary evidence in support of their claim that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord testified that the tenant has created a negative atmosphere in the building, to the point where more than one tenant has moved out as a result.

The tenant has testified that she has not behaved as alleged, and called two witnesses, the first of whom stated he is not aware of the tenant behaving negatively, and the second recounting an incident which prompted the tenant to call the police.

I favour the position of the landlord because I find her testimony and the supporting documentary evidence of the numerous letters of complaint from other tenants about the subject tenant's behaviour to be substantial and consistent, and therefore more convincing than the tenant's limited testimony and other evidence.

I find, on a balance of probabilities, that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. Therefore, I find the landlord may end the tenancy under section 47(d)(i) of the Act, which states:

Landlord's notice: cause

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

...

(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.

I find the landlord is entitled to an order of possession.

Rather than ending the tenancy at the end of the month, as typically when upholding a One Month Notice, I grant the tenant an additional month to vacate the unit, based on the submissions of the tenant and her advocate that the tenant is a disabled senior with significant health problems.

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 at 1:00 p.m. on February 28, 2023.

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: January 23, 2023

Residential Tenancy Branch