



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Nanaimo Affordable Housing  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. On November 1, 2022 the tenant applied for an order to cancel a One Month Notice to End Tenancy for Cause dated October 24, 2022 (the One Month Notice).

The tenant and landlord 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 and Rule 7.4 requiring evidence to be presented.

The tenant raised a concern that she had received the landlord's responsive evidence on March 7, 2023, five days before the hearing. The landlord testified they served their evidence on the tenant by registered mail on February 23, 2023, and provided a tracking number in support, as recorded on the cover page of the decision. I find the landlord served their evidence on the tenant in accordance with section 88 of the Act, and deem it received by the tenant on February 28, 2023 in accordance with section 90 of the Act. Therefore, I have considered the landlord's evidence in my decision.

The parties raised no further issues regarding service of the hearing materials.

### Issues to be Decided

- 1) Is the tenant entitled to an order to cancel 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 presented 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 that the tenancy began on July 1, 2016 and that rent is \$350.00, due on the first of the month.

A copy of the One Month Notice was submitted as evidence by the tenant. It is signed and dated by the landlord, gives the address of the rental unit, states an effective date, states the reasons 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 1) significantly interfered with or unreasonably disturbed another occupant or the landlord, 2) seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and 3) breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. The Details of the Events section provides related information.

The landlord testified the One Month Notice was served on the tenant by attaching it to the door on October 24, 2022, and submitted a witnessed proof of service form in support. When I asked the tenant when she received the One Month Notice, she testified that she was not sure, then said she did not receive it. After I reminded the tenant that she had submitted a copy of the One Month Notice as evidence, she repeated that she had not received it.

The landlord directed me to a document submitted as evidence which summarizes complaints from other tenants from July 2021 to September 2022. The landlord testified the complaints are from a minimum of five different tenants. The source letters from the other tenants are submitted as evidence.

The nature of the complaints about the tenant's behaviours include: causing excessive noise, harassing other tenants, name calling, invasion of personal space and property, accusing two other tenants of being a pedophile and a drug dealer, being intoxicated and disorderly, and physically assaulting another tenant.

The document notes that the landlord issued the tenant warning letters in March, May, and September 2022 regarding her behaviour.

Submitted as evidence by the landlord is a letter dated February 22, 2023 stating that over the last two years the landlord has received 34 written complaints about the tenant from seven of her neighbours. The letter states that the tenant's behaviour has escalated over time.

The tenant testified that the other tenants have made false accusations meant to slander and hurt the tenant. The tenant stated that she is a victim, and has done nothing wrong.

The tenant directed me to a letter from her doctor, dated February 9, 2023 and submitted as evidence. The letter states that the tenant's neighbours have bullied her since 2020, and that as a result of the ongoing conflict, emotional abuse, and physical assault, the tenant "has had a lot of emotional distress." The letter states that as a result of a September 10, 2022 physical assault, the tenant sustained a hip fracture requiring emergency surgery.

The tenant testified that as a result of another tenant physically assault her, she could not walk, was unable to work, and experienced a great deal of pain.

The tenant testified that another tenant follows her while wearing a body camera, and that on two occasions her front door has been glued shut, resulting in another tenant being arrested.

An email from the RCMP, dated September 29, 2021 was submitted as evidence by the landlord and states there have been 35 police calls and/or investigations involving the tenant since April 2020, and that the tenant has been involved in 14 disturbance-related calls for police on the property. The letter states that the tenant's behaviour "appears to be escalating and becoming more aggressive ... she is disruptive to several of her neighbors and the community within the housing complex." The letter states that as a direct result of the disruptive behaviour of the subject tenant and another tenant, the property will likely be considered for "Nuisance Property" designation.

### Analysis

Section 47 of the Act allows a landlord to end a tenancy by giving notice if a tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

Based on the landlord's testimony and documentary evidence, I find the landlord served the tenant the One Month Notice by posting it on the door of the rental unit on October 24, 2022. I find the One Month Notice served in accordance with section 88 of the Act, and deem it received by the tenant on October 27, 2022, pursuant to section 90 of the Act.

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

I accept the landlord's affirmed testimony and documentary evidence describing how the tenant has significantly interfered with and unreasonably disturbed other occupants of the residential property. The landlord has provided extensive, well-organized, and compelling evidence, sourced from complaints from at least five other tenants. The landlord's evidence includes an email from the RCMP stating that the tenant is disruptive to the community within the housing complex, and that her behaviour appears to be escalating and becoming more aggressive.

In comparison, I find the tenant has presented little evidence in support of her dispute of the One Month Notice, consisting of her own testimony and a letter from her doctor.

Therefore, I find on a balance of probabilities that the landlord has proven the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

The One Month Notice is upheld. And, pursuant to section 55(1), the landlord is granted an order of possession.

### Conclusion

The tenant's application is dismissed.

I hereby grant the landlord an order of possession, which must be served on the tenant and is effective two days after it is received by the tenant. This order may be filed in, and enforced as an order of, 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: March 20, 2023

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Residential Tenancy Branch