



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNC, OLC

### Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on November 9, 2022, seeking to dispute the One-Month Notice to End Tenancy for Cause (the “One-Month Notice”). They also applied seeking the Landlord’s compliance with the legislation and/or the tenancy agreement.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 23, 2023. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

### Preliminary Matter – parties’ service of materials

Both parties attended the hearing. At the outset, the Tenant set out that they provided the Notice of Dispute Resolution Proceeding to the Landlord via email, then via registered mail on January 11. They served an evidence package on March 8 to the Landlord in person. The Landlord confirmed these dates and modes of service. Given that the Landlord did not raise a concern and had sufficient time to respond, I find the Landlord did not take issue with service of material to them for this hearing.

The Tenant acknowledged receipt of the Landlord’s evidence. The Landlord provided this material to the Residential Tenancy Branch on March 10, 2023. I accept the Landlord’s evidence into the record.

With disclosure confirmed by both the Landlord and the Tenant, all evidence submitted by the parties receives my full consideration herein.

### Issues to be Decided

Is the Tenant entitled to a cancellation of the One Month Notice pursuant to s. 47 of the *Act*?

If the Tenant is unsuccessful in their Application, is the Landlord entitled to an Order of Possession pursuant to s. 55 of the *Act*?

Is the Landlord obligated to comply with the *Act* and/or the tenancy agreement?

### Background and Evidence

The One-Month Notice, as it appears in the Tenant's evidence, bears the Landlord's signature and is dated November 4, 2022. This set the move-out date for December 4, 2022.

On page 2 of the document the Landlord indicated the following reasons for ending the tenancy via the One-Month Notice:

- Tenant . . . significantly interfered with or unreasonably disturbed another occupant or the landlord

The Landlord provided the following details on the form:

Tenant is repeatedly causing disturbance to other tenants in the building by means of shouting, swearing, posting malicious and threatening notices on tenant doors. Several warnings, both written and verbal, have been given to the tenant to stop the disturbance, however the disruptive behaviour persists.

In the hearing, the Landlord presented the following:

- since 2021 there have been numerous complaints from others about the Tenant's behaviour – this includes yelling and swearing and “stomping around”
- the Tenant themselves has made complaints about one neighbour in the building, these involve descriptions of a meth lab and chemical compounds
- the neighbour in question is a single tenant who keeps their rental unit tidy and clean as shown in pictures in the Landlord's evidence
- the Tenant leaves notes attached to the door of their neighbour's unit – these are described as “harassing letters” and no resident in the building is authorized to leave such notes in the building – this Tenant had eight warnings in the past from the Landlord not to be doing this
- the Landlord sets policies within the building to keep the “zero-tolerance” with no drugs and an overall clean-appearance building.

The Landlord referred to each of the 8 letters they served as warnings to the Tenant, found in their evidence package. Some notes are handwritten, and it is not clear if they served these to the Tenant. In the hearing the Tenant stated not. A formal letter to the Tenant dated November 7, 2021 (bearing a notation that indicates it was posted on the Tenant's door on November 8) sets out that the Tenant was "harassing" the neighbouring resident "for several months now, with your notes on [their] door, and your shouting and yelling about Meth users, which is disturbing the peace in the Building." The Landlord refers to "multiple complaints from other Tenants regarding your shouting, yelling, and banging at all hours."

Another letter dated September 9, 2022 (indicated as posted to door on September 10) recounts an incident of September 7, when the Tenant was "found banging on [the neighbour's] door and yelling at [their neighbour] through the door". The Landlord refers to "multiple reports" about the Tenant harassing their neighbour onwards for two years. The Landlord refers to the neighbour as "one of our quietest neighbours in the building." This is directed to the Tenant as a "last warning" with the indication that the next step would be an end to this tenancy.

In their evidence – particularly concerning the Tenant's neighbour who allegedly is the focus of the Tenant's concerns – the Landlord included a written account from that neighbour listing incidents from later 2022 through to early 2023. There is an image of a mirror extended out from the Tenant's balcony, looking up to their neighbour's balcony area.

The Landlord also included copies of the Tenant's notes that were placed on the neighbour's door as well as on the Tenant's own door, and one note of August 29, 2021 directly to management. These appear to all show explicitly the number of the Tenant's neighbour's rental unit.

In the hearing, the Tenant provided a detailed timeline of events from their perspective. The Tenant listed individual dates of their neighbour's noise infractions. They also described their efforts at bring the matters to the resident building manager's attention. According to the Tenant the resident manager was not attentive to the issue and dismissive of the Tenant's concerns.

The Tenant also described their awareness of their neighbour's family members and other relations who were staying in that rental unit with their neighbour.

The Tenant described their interaction with their neighbour in March 2021. They knocked on their neighbour's door to inform the neighbour that their own lifestyle and/or actions were

infringing on peace and quiet. This was met with a curt response from within their neighbour's unit. The Tenant presented that the next day they observed some white substance poured on the floor outside their own rental unit – something which burned – and the same substance on part of their balcony. Again the resident manager was dismissive of the Tenant's observations and claims.

In May 2021 the Tenant again approached their neighbour's unit directly to tell them to stop. The Tenant self-disclosed their interaction with their neighbour's family member in the lobby of the building in August 2021, informing that neighbour's family member that they "[could] not live here".

By November 2021 the Tenant received their first warning from the Landlord. This was concurrent with incidents involving the Tenant notifying their neighbour about their own sleep deprivation, and a visit from the police whereby the Tenant was notified about criminal harassment.

The Tenant described more recent events surrounding the neighbour's unit and family members. This resulted in one of their family member's arrest and ultimate ban from the rental unit property. Approximately two weeks before the scheduled hearing in this matter, there was an altercation between the Tenant and the neighbour.

The Tenant summed this up as 29 months in total of sleep deprivation, and living in "constant fear and high alert" because of the actions of their neighbour and their family members. They maintained the position that the neighbour is a danger to others. The Tenant admitted to leaving notes, and stated that they would "not be coerced into giving up their rights".

In response to what the Tenant presented in the hearing, the Landlord stated that a lot of what the Tenant presented was new information to them. They reiterated that the neighbour in question leads a quiet lifestyle, though their family member was subject to a ban from the building. The Landlord pointed out that the Tenant was the only resident raising complaints about their neighbour.

### Analysis

The *Act* s. 47(1) sets out each subsection that the Landlord indicated on the One-Month Notice as reasons for ending the tenancy.

In this matter, the onus is on the Landlord to prove they have cause to end the tenancy. The Landlord spoke to the reasons in oral testimony and provided evidence that illustrates the problematic actions of the Tenant.

I assign more weight in this matter to the evidence of the Landlord, and find that the Tenant themselves corroborated key points therein.

Most importantly, the Tenant gave direct testimony that confirms they confronted their neighbour about issues that they found disturbing. This was on more than one occasion.

I cannot conclude that the Tenant set out on a campaign to paint their upstairs neighbour criminals merely in response to their neighbour disturbing the Tenant's own peace and quiet. I also cannot conclude if the campaign arose because of the Tenant's dissatisfaction with the resident manager's approach to dealing with the Tenant's complaints and apparent dismissiveness. The motivation for the Tenant undertaking such actions as addressing their neighbour at the door of the rental unit – described as shouting through the door – and confronting or otherwise addressing the neighbour and the neighbour's family members aggressively elsewhere in the building can only be matters of speculation.

I find the actions, at their simplest level, constituted a disturbance and unreasonable interference to another resident in the building, who is the neighbour. Though the Landlord relied on statements to the Tenant that they had been receiving complaints from others, that evidence is not in the record before me. I rely more on the confirmation from the Tenant that they were directly taking matters up with their neighbour. Based on the Tenant's statements in the hearing wherein they asserted their own rights in this situation, I find it more likely than not that the Tenant took matters into their own hands and was confrontational with their neighbour. This involved at the very least an abrupt tone, sharp words, and heightened emotions.

I also consider the evidence of the Landlord that is the Tenant's notes written – boldly – to identify the neighbour and those who frequented the neighbour's rental unit to the rest of the building as either criminals or engaged in criminal activity. I find the Tenant confirmed in their hearing testimony that the police attended and identified this as criminal harassment. The Tenant also admitted to authoring these notes.

Given these points, I find that the Tenant's behaviour and actions amount categorically to significant interference and unreasonable disturbance of another building resident. On this basis, I find the One-Month Notice is valid and justified. The tenancy will end for this reason. I find the serious matter of interference and intimidation of their neighbour constitute valid reasons for the Landlord to end the tenancy.

I find the One-Month Notice issued by the Landlord on November 4, 2022 complies with the requirements for form and content as set out in s. 52 of the *Act*.

The *Act* s. 55(1) states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application is dismissed or the landlord's notice is upheld, the landlord must be granted an order of possession if the notice complies with all the requirements of s. 52 of the *Act*. By this provision, I find the Landlord here is entitled to an Order of Possession.

### Conclusion

Under s. 55(1) of the *Act*, I grant an Order of Possession effective two days after service of this Order on the Tenant. Should the Tenant fail to comply with this Order, the Landlord may file this Order of Possession with the Supreme Court of British Columbia where it will be enforced as an Order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: March 31, 2023

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Residential Tenancy Branch