



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

CNC, OLC, ERP, and RP

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; and for an Order requiring the Landlord to make repairs.

The Tenant provided no information on the Application for Dispute Resolution about the type of repairs needed at the rental unit. As the Landlord has been provided with no information regarding this aspect of the Tenant's Application for Dispute Resolution, this portion of the Tenant's Application is being dismissed, pursuant to section 59 of the *Act*.

Both parties were represented at the hearing on July 23, 2009. They both had witnesses present at the beginning of the hearing.

At the outset of the hearing on July 23, 2009 the Tenant requested an adjournment for the purposes of retaining legal counsel. She stated that she has been in contact with "legal aid" in Kamloops, BC, but she is unable to meet with a representative from that organization until August 18, 2009. She stated that she has been attempting to get an expedited meeting with a representative from "legal aid" in Vancouver but she has not yet been able to make such arrangements.

The Agent for the Landlord opposed the adjournment because he did not believe that the Tenant is seeking legal counsel. He provided no evidence to support this suspicion and I have no reason to conclude that the Tenant is not seeking legal counsel in this matter.

The Agent for the Landlord also opposed the adjournment because he believes that the situation is escalating and needs to be resolved in a timely manner. At the hearing the Tenant committed to treating all occupants of the residential complex, the Landlord, and all agents for the Landlord in a respectful manner until this matter can be reconvened.

In the interests of adhering to the principles of natural justice, I determined that it was appropriate to adjourn this matter to give the Tenant a reasonable opportunity to secure legal counsel. Both parties were advised that they would receive notification of the time and date of the reconvened hearing, and that they were expected to be present at that

Residential Tenancy Branch  
Ministry of Housing and Social Development

hearing. In reaching this conclusion, I was strongly influenced by the fact that this has been a long term tenancy that does not, on the basis of the information before me, need to be ended urgently.

Both parties were clearly advised that any disturbances that occurred between this date and the next hearing would be considered when determining whether this tenancy should continue. The parties were further advised that any evidence relating to future disturbances must be submitted in accordance with the Residential Tenancy Branch Rules of Procedure.

Both parties were represented at the hearing on September 15, 2009. The Tenant was not represented by legal counsel at this hearing, although she stated that she had the opportunity to consult with legal counsel. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions of the other party/witnesses, to call witnesses, and to make submissions to me.

## Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside, and whether there is a need for an Order requiring the Landlord to comply with the *Act*.

## Background and Evidence

The Agent for the Landlord and the Tenant agree that this tenancy began sometime in 2006 and that the Tenant is currently required to pay monthly rent of \$355.00.

The Agent for the Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause was served on the Tenant indicating that the Tenant was required to vacate the rental unit on July 31, 2009. The reasons stated for the Notice to End Tenancy were that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and that the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant.

A significant amount of evidence was submitted by both parties. The evidence that I found to be highly relevant and upon which I rendered my decision will be summarized here, although all of the evidence was reviewed.

Residential Tenancy Branch  
Ministry of Housing and Social Development

The witness for the Landlord stated that the Tenant frequently harasses her by pacing back and forth in front of the witness' rental unit, staring into the witness' rental unit while bearing her teeth; making grunting noises while passing the witness' rental unit; making derogatory comments about the witness while talking on the telephone outside the tenant's rental unit. The witness for the Landlord specifically recalled an incident on August 18, 2009 when the Tenant approached her from behind and stopped approximately two feet away from the witness, at which time the Tenant became very verbally abusive and used a variety of profanities.

The Tenant stated that she frequently passes the witness for the Landlord's rental unit because she is visiting a friend in the residential complex, but she denies harassing the witness for the Landlord when she passes.

In a letter submitted by the Landlord, an occupant of the residential complex whom I will refer to as "BJ" declared that the Tenant threatened him and uttered foul language on July 11, 2009. He declared this was not the first occasion.

The Agent for the Landlord stated that he has received numerous complaints about this Tenant but when he attempts to discuss issues with the Tenant she becomes verbally abusive, she uses profanity; she accuses him of lying; she accuses him of harassing her; and she walks away yelling.

In a letter submitted by the Landlord, an occupant of the residential complex whom I will refer to as "DR" declared that he has frequently observed the Tenant verbalizing that she believes the Agent for the Landlord "to be a F...ing Asshole".

The Tenant stated that she has only ever had one conversation with the witness for the Landlord and denies ever directing profanities at her or anyone else in the residential complex. She agrees that she walks away from the Agent for the Landlord if he is getting "rude or aggressive".

The witness for the Landlord stated that the Tenant frequently harasses her by idling her vehicle and repeatedly revving the engine for extended periods while it is parked near the witness' rental unit. The witness stated that she is bothered by the noise and the exhaust fumes. She stated that this happens on a very regular basis, but she specifically recorded the incidents on August 07, 2009 at 0730 hours, at which time she noted that the vehicle was left running for 10-15 minutes while it was parked less than three metres from the witness' door; on August 08, 2009 at 0730 hours, at which time she noted that the vehicle was left running for 10-15 minutes while it was parked less than three metres from the witness' door; on August 09, 2009 at which time she noted that the Tenant left the vehicle idling for extended periods of time on several occasions throughout the day; and on August 29, 2009 at which time she noted that the vehicle

Residential Tenancy Branch  
Ministry of Housing and Social Development

was left running for 10-15 minutes while the witness was sitting outside within a few metres of where the vehicle was parked.

In the letter written by occupant "BJ", the occupant declared that he observed the Tenant's vehicle left parked and running on August 04, 2009 at 0730 hours; August 05, 2009 at 0600 hours; and August 09, 2009 at three different times.

The Tenant stated that she does not idle her vehicle for longer than one or two minutes, particularly in the summer months.

The witness for the Landlord stated that sometime during the spring of 2009 she observed the Tenant sitting in her vehicle with one leg on the dashboard of her vehicle and one ground on the floor, with her skirt lifted above her waist. She stated that the Tenant was facing towards the witness' rental unit and she believed that the Tenant was intentionally harassing her. The Tenant stated that she did park her vehicle front of the witness's rental unit and sit in an unusual position at one point in the spring of 2009, however she stated that she was wearing a "skort" and that she was simply tanning in an unusual manner.

The witness for the Landlord stated that on August 06, 2009 an occupant of the residential complex lost her cat. She stated that she observed the Tenant and the occupant searching for the cat. She stated that she saw the cat leaving the Tenant's rental unit a few hours after she observed the parties searching for the cat. The Tenant denies that the occupant's cat was in her rental unit.

In a letter submitted by the Tenant, an occupant of the residential complex whom I will refer to as "NG", the occupant declared that one evening she was searching for her cat and she told occupant "BJ" that she was afraid that someone had done something to her cat. She denied ever mentioning that she wished the Tenant would be evicted.

The witness for the Landlord stated that on June 02, 2009 she observed the Tenant choking her cat. She stated that the cat ran home after it was released and she felt what she believed to be a pill in the cat's throat. She stated that the cat became very ill and eventually died as the result of a crushed oesophagus. The Tenant denied this incident.

The witness for the Landlord stated that in October of 2007 she observed the Tenant throw her deceased cat into the dumpster. The Tenant denied this incident.

In the letter written by occupant "BJ", the occupant declared that he uses a medichair and that the Tenant frequently parks in front of his rental unit in a manner that restricts his access and egress.

Residential Tenancy Branch  
Ministry of Housing and Social Development

The Agent for the Landlord stated that the Tenant frequently parks in front of the rental unit occupied by “BJ” in a manner that restricts his access and egress even though the Agent for the Landlord has asked her not to park there on at least twenty occasions and has given her written notice to not park in that space. He stated that the Tenant’s parking space is approximately fifty to sixty feet from this site.

The Tenant agrees that she continues to park in front of the rental unit occupied by “BJ” but she stated that she only parks there for brief periods while she is unloading heavy objects and she always parks in a manner that does not restrict access to the rental unit occupied by “BJ”.

In a letter submitted by the Landlord, an occupant of the residential complex whom I will refer to as “LW”, the occupant declared that she was in the laundry room on one occasion when the Tenant came rushing in; was yelling, crying, and banging on the appliances. The incident appeared to frighten the occupant, who directed the Tenant to leave the area. The Tenant denied yelling and swearing, although she agreed that they did have a conversation about people stealing items from the laundry.

In a letter submitted by the Tenant, an occupant of the residential complex whom I will refer to as “AS”, the occupant declared that she observed the interaction in the laundry room between the Tenant and occupant “LW”. She stated that they were both “verbally at each other it wasn’t just one sided”.

In a letter submitted by the Landlord, an occupant of the residential complex whom I will refer to as “MW”, the occupant declared that she used to live below the Tenant in this residential complex. She stated that she submitted approximately seventy written complaints to the Landlord regarding the Tenant and that she eventually vacated her rental unit because of the noise and harassment from this Tenant.

The Agent for the Landlord acknowledged that he received numerous complaints from occupant “MW”. He stated that both the occupant and the Tenant were confrontational with each other, although “MW” had no disagreements with other occupants during her tenancy.

The Tenant agreed that she had disagreements with occupant “MW” but she denies yelling back or swearing at “MW”.

The Witness for the Tenant stated that he has never witnessed the Tenant pace back and forth in front of the Witness for the Landlord’s rental unit. He stated that the Witness for the Landlord’s statement about the Tenant throwing a cat in the dumpster was false because the cat returned home several months later. He acknowledged that

he has had arguments with the Tenant, which he described as “heated” but he stated that they never swear during those arguments. He acknowledged that after a dispute with the Tenant approximately one year ago she poured bleach into her fish tank, which killed his fish.

The Agent for the Landlord stated that it is his opinion, based on his own observations and the complaints that he has received, that this tenancy should end. He stated that the Tenant’s behaviour is intimidating and aggressive and that she has an acrimonious relationship with several occupants, who admittedly contribute to the problem by arguing with her in an inappropriate manner.

The Tenant argued that the tenancy should continue. She stated that the Agent for the Landlord simply does not like her and that the few occupants who are making the allegations against her are being dishonest.

## Analysis

After considering all of the written and oral evidence submitted at this hearing, I find that the Landlord has provided sufficient evidence to show that the Tenant has significantly interfered with or reasonably disturbed another occupant or the Landlord. I find that the Landlord has established a pattern of behaviour that demonstrates this Tenant is disruptive, argumentative, and, at times, vindictive. Although the Tenant denies virtually all of the allegations made against her, I find that the consistencies between the evidence of the various witnesses lends credibility to the various allegations.

I specifically find, on the balance of probabilities, that the Tenant repeatedly disturbs other tenants by needlessly idling and revving her vehicle in a manner that causes unnecessary noise and exhaust. I base this on the consistencies in the evidence between the Witness for the Landlord and occupant “BJ”. Given that there is no need to idle a vehicle during the summer months, I find that the Tenant is engaging in this behaviour for the purposes of disturbing some occupants of the residential complex.

I specifically find, on the balance of probabilities, that the Tenant repeatedly argues with the Landlord and several other occupants, during which time she uses profanity that most people would find disturbing. I base this on the consistencies in the evidence between virtually all of the witnesses, including some of the witness for the Tenant. I find that this behaviour, at the levels described by the various witnesses, is inappropriate and would disturb the average person. Although these verbal confrontations have not been one-sided, the Tenant appears to be the common denominator in the disturbances, as there is no evidence that the other occupants are having similar disagreements with other occupants.



Residential Tenancy Branch  
Ministry of Housing and Social Development

I specifically find, on the balance of probabilities, that the Tenant was attempting to disturb other occupants of the residential complex when she sat in her vehicle during the spring of 2009 with one of her legs place on the dashboard of her vehicle while her other foot was resting on the ground. I do not find the Tenant's explanation that she was tanning at this time to be credible, as this would be a highly unusual and ineffective method of tanning inner thighs. I find it more likely that she was exhibiting this behaviour in an attempt to disturb another occupant.

I specifically find, on the balance of probabilities, that the Tenant caused harm to the Witness for the Landlord's cat on June 02, 2009. I favour the Witness for the Landlord's evidence over the Tenant's evidence in this regard partly because I found the Tenant's evidence to be evasive and self-serving throughout the hearing and partly because I found the Witness for the Landlord's evidence to be forthright and detailed. I was also influenced by the evidence of the Witness for the Tenant who reported that approximately one year ago the Tenant killed his fish by pouring bleach into his fish tank, which is indicative of a pattern of behaviour that is consistent with the allegations being made by the Witness for the Landlord.

When considered in its totality, I find that the behaviour of the Tenant is sufficient grounds to end this tenancy.

## Conclusion

As I have determine that the Landlord has satisfied the legislative requirements to end a tenancy for cause, I am dismissing the Tenant's application to set aside the One Month Notice to End Tenancy and I will grant the Landlord an Order of Possession, as requested at the hearing.

The Landlord requested that the Order of Possession be effective on October 15, 2009 or October 30, 2009. Given the nature of the disturbances caused by this Tenant, I find it appropriate that the tenancy end on October 15, 2009. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 16, 2009.

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Dispute Resolution Officer