



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VERNON DISTRICT COMMUNITY LAND TRUST SOCIETY & JM  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy and for the Landlord to comply with the Act, regulations or tenancy agreement.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on October 31, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?
2. Has the Landlord Complied with the Act?

### Background and Evidence

This tenancy started on August 1, 2011 as a month to month tenancy. Market rent is \$500.00 plus \$23.00 for cable, but the Tenant pays a subsidized rent of \$343.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$250.00 on July 6, 2011.

The Landlord said she served the Tenant with a 1 Month Notice to End Tenancy for Cause dated October 18, 2013 by posting it on the door of the Tenant’s rental unit on October 18, 2013. The Effective Vacancy Date on the Notice is November 30, 2013. The Tenant is living in the unit and the Landlord said she wants to end the tenancy.

The Landlord said the reason on the 1 Month Notice to End Tenancy is that the Tenant has significantly interfering with or unreasonably disturbing another tenant or the landlord.

The Landlord said there have been a number of incidents, but two incidents on October 16 and on October 17, 2013 resulted in the Notice to End Tenancy for Cause to be

issued. The Landlord said the Tenant is interfering in the management of the building and being an advocate for the other tenants when she does not have the right to do so.

The Landlord said the incident on October 16, 2013 was that the Tenant interfered with management conducting construction and the annual inspections of the rental units. The Landlord said the Tenant said the Landlord had to post 24 hours Notices to enter the tenants' rooms in compliance with the Residential Tenancy Act. The Landlord had not posted 24 hour Notice, but then did so and completed the inspections. The Landlord said they were trying to combine a construction inspection with the annual inspection to reduce the inconvenience for the tenants and save time for the Landlord.

The second incident was on October 17, 2013 when the Tenant was told not to post RTB Fact Sheets on the bulletin boards in the laundry and by the mailboxes as these are not public bulletin boards and she requires permission to post anything on the boards. The Landlord said there was a discussion between the maintenance man G.H. and the Tenant. The Tenant says that G.H. was loud and aggressive towards her and said "You had better watch out" to the Tenant. The Tenant provided a witness S.S. that also said that G.H. said "You had better watch out" to the Tenant. G.H. stated under oath that he did not say "You had better watch out" to the Tenant. G.H. said there was a discussion about not posting items on the bulletin board, but he did not think it was aggressive.

The Tenant said following this incident in the hallway the Tenant phoned the Police who came to the building and told the parties no criminal charges would be laid. The Police told the parties not to contact each other and informed the parties of their right and how to enforce them. The Tenant provided a Witness C.M. who said this was what happened when the Police came and the Tenant was very upset.

An opportunity to settle the dispute by mediation was offered the parties and the Landlord said they are working on a mediation process for disputes, but at this time they are not prepared to enter a mediated arrangement. The Tenant said she would be interested in resolving this issue by mediation, but the Advocate said they have reservations about what would be included in a mediated arrangement. The Tenant said she does want to continue the tenancy. Both parties agreed to go to a decision by the RTB on this issue.

The Tenant and Tenant's Advocate said in closing the Landlord's evidence does not prove significant interference or unreasonable disturbances caused by the Tenant and the bulletin boards do not indicate permission is required or that the boards are not for public use. The Tenant's Advocate requested the Notice to End Tenancy for Cause be cancelled and the tenancy ordered to continue. The Advocate also said if the Tenant is not successful in canceling the Notice to End Tenancy they are requesting time to move out as the rent is paid to the end of December, 2013.

The Landlord said in closing that they cannot have the Tenant interfering in the operation of the rental complex. The Landlord continued to say the Tenant should have

put her issues in writing to the management and a meeting would have been scheduled to hear the Tenant's issue and all efforts would have been taken to resolve the issues. The Landlord said the Tenant is causing problems and interfering in the operations of the rental complex and the Landlord is requesting to end the tenancy.

### Analysis

It is apparent from the testimony and evidence that there are issues between the Tenant and the Landlord and the Landlord's maintenance man G.H. I find these issues are mostly a result of poor communications between the parties and the lack of a formal internal process to deal with issues at the rental complex. Consequently the parties will abide by the following decision. In Section 47 (d) of the Act uses language which is written very strongly and it's written that way for a reason. A person cannot be evicted simply because another occupant or the landlord has been disturbed or interfered with, they must have been **unreasonably** disturbed, or **seriously** interfered with. In this situation the disturbances and interference is mostly verbal disagreements between the parties and it is unclear who started the disagreements. As well, there has been no physical violence and no one has been put at risk.

In this case it is my finding that the reasons given for ending the tenancy have not reached the level of **unreasonableness or seriousness** required by section 47(d) of the Residential Tenancy Act. I find in favour of the Tenant and Order the 1 Month Notice to End Tenancy for Cause dated October 18, 2013 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

As well I encourage the Landlord to clarify the use of the bulletin boards with signage and to establish an internal dispute process for the rental complex.

### Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated October 18, 2013 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

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: December 10, 2013

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Residential Tenancy Branch