



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes CNC FF

Introduction

This matter was reconvened subsequent to the original hearing held on July 13, 2015 for which an Interim Decision was rendered summarizing those proceedings.

This original hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause and recover the filing fee for the application. The tenants, their advocates, and three representatives for the corporate landlord participated in both teleconference hearings. The following is from the Interim Decision.

Both parties submitted document evidence, and each acknowledged receiving the evidence of the other. The parties were given full opportunity to mutually resolve their dispute to mutual satisfaction - to no avail. The hearing proceeded on the merits. The parties were permitted to provide relevant evidence including relevant testimony and fully participate in the conference call hearing so far. I have reviewed all document evidence before me that meets the requirements of the rules of procedure. However, only the evidence relevant to the issues and the findings in this matter are / will be addressed in the final Decision.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Does the landlord have sufficient cause to end the tenancy?

Background and Evidence

*On May 07, 2015, the landlord served the tenant with a Notice to End Tenancy for Cause with an effective date of June 30, 2015. The notice indicates the reasons for ending the tenancy as follows pursuant to **Section 47** of the Act: (1) the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; (2) the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and, (3) the tenant has*

breached a material term of the tenancy that was not corrected within a reasonable time after written notice to do so.

The onus is on the landlord to prove they issued a valid notice to end for valid reasons. As a result the landlord began providing testimony in support of their position that the tenancy should come to an end, and orally requested an Order of Possession if I uphold their Notice, or otherwise dismiss the tenant's application.

Landlord's Evidence

The landlord relies on their document evidence and witnesses. The landlord testified they sought to end the tenancy subsequent to a defining event in the latter portion of April 2015 following, "a history of extensive inter-personal problems with other tenants". The landlord summarized their document evidence as of October 13, 2014 inclusive of 2 complaint letters from other occupants in the residential complex, a response from the landlord, a narrative from the landlord's caretaker, followed by a 'warning' letter dated March 19, 2015 from the landlord, and a letter from a contractor, under the direction of the landlord, dated May 01, 2015. The author of the May 01, 2015 letter was presented by the landlord as their witness.

The hearing heard from witness SB under oath. The witness testified that on April 24, 2015 they were on the landlord's property to make assessment toward an estimate for the landlord and had parked their vehicle in the tenant's parking stall. The tenant approached the witness in the parking lot, whom the witness described as quickly becoming very animated and confrontational – at one point describing the tenant's verbal utterances as, "he laid into me a string of profanity like I've never heard", and "was taken aback". The witness testified the tenant was yelling loudly and was garnering public attention. The tenant reportedly left and the witness moved their vehicle into a visitor stall when the tenant returned and was again verbally abusive and taking photographs of the witness while in their vehicle. The witness testified the tenant was unnerving and menacing and thought they were disturbed. The letter of the witness was referenced and forms part of the witness's account of the events.

The tenant was given opportunity to respond. They offered the witness an apology. The tenant describes their conduct toward the witness was set off from ongoing issues related to an unresolved parking situation at the residential complex. The tenant's advocate in this matter questioned the volume of the tenant's yelling toward the witness. The tenant's other advocate, and medical practitioner also testified that in weighing the tenant's conduct it must be noted the tenant is dealing with the residual effects of an assault of their person and as a result the tenant has a decreased tolerance for frustration. [Adjournment of proceeding]

The hearing was reconvened and both parties attended and provided their testimony.

At the outset of the reconvened hearing the parties briefly discussed their dispute and agreed to settle the issues in dispute to the full satisfaction of both parties, and that I record their settlement as per Section 63 of the Residential Tenancy Act, as follows:

1. the tenant and landlord agree that **this tenancy will end** *no later* than **December 31, 2015**, and
2. the landlord will receive an **Order of Possession** effective **December 31, 2015**, and
3. The parties acknowledge the tenancy **may end sooner** at the tenant's discretion on provision of Notice to the landlord in accordance with Section 45 of the Act.

In this matter, as the parties mutually resolved their dispute I find it appropriate the parties share the cost of filing fee for this matter, with the result that the tenant is granted recovery of \$25.00.

So as to perfect this matter:

I grant the landlord an **Order of Possession, effective December 31, 2015**. The tenant must be served with this Order. If the landlord serves the Order of Possession on the tenant and the tenant fails to comply with the order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the tenant may deduct **\$25.00** from a future rent in satisfaction.

This Decision and Settlement Agreement is final and binding on both parties.

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 21, 2015

Residential Tenancy Branch

