



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal Colonial c/o Gateway Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the notice to end tenancy dated October 18, 2016 valid?

### Background and Evidence

The tenancy began on January 1, 2012. The rental unit is an apartment in a multi-unit building.

On October 18, 2016 the landlord served the tenant with a notice to end tenancy for cause. The notice indicates that the reason for ending the tenancy is that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.



### *Landlord's Evidence*

The landlord stated that the tenant has been disturbing other occupants of the building and the landlord since the beginning of the tenancy. The landlord stated that the tenant is always complaining about noise, but there is nothing they can do about it. The landlord stated that the building is a wood frame building and the heaters and hot water make banging noises in the winter.

The landlord stated that the tenant has put up notices around the building to express her complaints. The landlord stated that the tenant is always pushing the landlord to deal with noise issues, and she calls and talks for hours and hours.

The landlord stated that the tenant complained that there were holes in her unit and someone was in the unit below, harassing on her and spying on her; however, no one was occupying the unit below her at that time. The occupant who now lives below complained that the tenant bangs on walls or doors when they are showering. The occupant below then complained that the tenant threw garbage off her balcony onto his and called the police on him. The occupant below informed the landlord that he would move out if the landlord did not do something about the tenant.

The landlord confirmed that the tenant paid rent for December 2016 and they issued a receipt indicating that they were accepting the payment for use and occupancy only. The landlord stated that they would be willing to let the tenant stay until January 31, 2017.

### *Tenant's Response*

The tenant stated that other occupants have harassed her far more than she harassed them. The tenant stated that she doesn't bang on walls, she has never thrown garbage off her balcony, she has never littered outside her door, and she hasn't followed anyone or used foul language.

The tenant later stated that the only time she bangs on walls is when they bang first, and in 2012 an agent of the landlord said it was alright to bang the ceiling. The tenant stated that she never screamed at the landlord's agent, but she may have raised her voice when the agent interrupted her. The tenant stated that she believes the current occupant and the landlord's agent have been collaborating to harass her, because the occupant below follows her from room to room using a device that makes a ringing noise, and once she saw the landlord's agent coming out of the occupant's apartment.

The tenant stated that other tenants have done 100 times worse than what she did, and it's because of what they are doing that she reacts and turns up her music. The tenant stated that someone was stealing her mail, so she put a note up for the person who stole her mail. The tenant acknowledged that she did call the management of the landlord, because the agent was not addressing her concerns.

During her testimony, I informed the tenant on several occasions that the subject of the hearing was her behaviour, and I had to determine whether the landlord showed sufficient cause to end the tenancy. Regardless of my reminders, the tenant continued to blame the landlord's agent and other occupants of the building and describe herself as the victim.

### Analysis

Upon review of the evidence, including the testimony of the parties, I find that the notice to end tenancy for cause dated October 18, 2016 is valid.

I found the landlord's evidence to be consistent and credible. The tenant's testimony, on the other hand, was contradictory and self-serving. The tenant first claimed that she never banged on walls or harassed other occupants or the landlord, but then she stated that she would bang or play her music louder, and she raised her voice at the landlord's agent when the agent interrupted her. The tenant acknowledged that she put up notices regarding her mail, and she contacted the landlord's upper management because she felt the landlord's agent was not addressing her concerns. I find that these behaviours show that the tenant has, on several occasions, significantly interfered with or unreasonably disturbed other occupants and the landlord. I therefore confirm the notice to end tenancy and dismiss the tenant's application.

I am satisfied that the notice to end tenancy for cause dated October 18, 2016 meets the requirements regarding form and content as set out in section 52 of the Act. Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the order of possession. Accordingly, I grant the landlord an order of possession effective January 31, 2017.

### Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective January 31, 2017. The tenant must be served with the order of possession. Should the tenant fail 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.

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 22, 2016

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Residential Tenancy Branch