



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause, pursuant to section 47 of the *Residential Tenancy Act*.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant attended along with his advocate. The landlord was represented by their agents.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on December 01, 2011. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$338.00. The complex has 66 units that house seniors, persons with disabilities and low-income earners.

The landlord stated that the tenant has a pattern of aggressive behaviour towards other occupants and the landlord's staff. The landlord testified that some of the occupants are too afraid of the tenant to make a written complaint. The landlord received complaints from other residents of the complex about loud music and loud singing by the tenant.

The landlord agreed that these noise disturbances take place during the day and not during the quiet times of 10 pm to 7 am.

On April 09, 2019 and July 16, 2019, the landlord served the tenant with warning letters about the noise disturbances and the tenant's aggressive behaviour towards other residents. The tenant stated that since he received those warning letters over a year ago, he has stopped singing and playing loud music. The landlord agreed that there have been no noise complaints since then.

On May 01, 2020, the tenant visited the office regarding some outstanding rent. The landlord's staff and the tenant got into a discussion and the tenant got loud and abusive. The tenant admitted to this behaviour and stated that he suffers from PTSD which sometimes triggers a reaction such as this. The tenant stated that he apologized to the landlord. Following the incident, the landlord served the tenant with a warning letter.

The landlord stated that the tenant is verbally abusive to staff and cited an incident from 2017, when the tenant accosted a construction worker and was served with a warning letter.

On July 22, 2020, the landlord served the tenant with a one-month notice to end tenancy for cause. The tenant disputed the notice in a timely manner. The reason for the notice is that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

Analysis

In order to support the notice to end tenancy, the landlord must prove that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord

Based on all the evidence before me, I find that the tenant received warning letters regarding noise disturbances in April and July 2019 and since then has refrained from causing these disturbances. The landlord agreed that there have been no more such complaints since July 2019.

During the hearing the tenant admitted to having been verbally abusive towards the landlord's staff members and stated that he had apologized to them. The landlord spoke about aggressive behaviour towards other residents which the tenant denied. The tenant filed multiple letters of support from his neighbours.

From the evidence and testimony of both parties, I find that the tenant has corrected his behaviour with regard to singing and playing loud music.

While I accept that the tenant behaved inappropriately by being verbally abusive towards the landlord's staff members, I find that the tenant took responsibility for his actions, was remorseful and apologized for his behaviour.

In addition, the tenant has resided in the unit since 2011 and apart from a warning letter in 2017 and the recent warnings in 2019 and 2020, the landlord has not demonstrated that the tenant has significantly interfered with or disturbed other residents or the landlord.

Therefore, I am not satisfied that the actions of the tenant justify bringing this tenancy to an end. Accordingly, I allow the tenant's application and set aside the landlord's notice to end tenancy dated July 22, 2020. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from giving the landlord and other occupants of the residential complex, reason to complain or fear for their safety. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: August 28, 2020

Residential Tenancy Branch