

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application filed by the tenant seeking to cancel a Notice to End Tenancy given by the landlord for cause.

Issues(s) to be Decided

Does the landlord have cause to end this tenancy?

Background and Evidence

This tenancy began in February 2007. The landlord CV testified that she became the manager of the rental unit in May 2009 and since that time she has witnessed the tenant persistently intimidating and harassing other staff and tenants, including herself. Many of the incidents were recorded in the office logbook and were submitted in evidence. However, the landlord says there have been many other incidents of the tenant begin verbally abusive to staff and tenants such that they have a genuine fear of physical, emotional and verbal retaliation by the tenant. The landlord submits that he tenant creates a culture of fear through physical violence and racial discrimination. The landlord testified that such is the fear that tenants were reluctant to sign their names to the specific incident reports for fear of retaliation by the tenant.

The tenant admits that he “lost it” when he could not access the bathroom. The tenant testified that he was very ill and he ended up soiling his trousers because he could not use the bathroom in time.

The landlord admitted that there were some problems with the locking system on one bathroom door but says there are several other bathrooms on the tenant’s floor and throughout the building that he could have accessed. The landlord says that the tenant told staff he would use a crowbar to break into the bathroom if it wasn’t fixed. The

landlord submits that the tenant used extraordinarily vulgar language towards her and told her she was incompetent. The landlord says the yelling and swearing continued and the tenant was acting aggressively. Staff called the Vancouver Police Department to attend to the matter. The landlord says she and her staff were so shaken by this incident they now lock the staff room doors at all times as they believed the tenant would become violent with them.

In another incident listed in the log the landlord submitted the tenant inquired about a person wandering the hallway who was a guest of another tenant. The landlord testified that the tenant was referring to the guest as a “nigger” and the landlord told him to be quiet and stop using this term.

The tenant denies calling anyone a “nigger”. The tenant agrees that he made inquiries about the man wandering the halls because he has concerns with the “open door” policy the building has. The tenant says this policy means that drug dealers and troublesome individuals roam the hallways.

The landlord says the residents are allowed to have guests and these are the people who the tenant complains about.

In another incident the landlord says the tenant approached a staff member asking why another tenant, BR, talks to himself outside his window. The landlord observed that when this tenant and the other tenant met in the lobby this tenant began swearing at the other tenant and asking him to step outside for a fight. The landlord says BR is another tenant who has been racially targeted by the tenant.

The tenant says he was angry with BR because BR was urinating out his window and he was telling him to stop it. The tenant testified that he doesn't believe he yelled at staff members over this incident.

The landlord testified that the tenant refused to allow electricians into his suite to commence repairs. The tenant yelled at staff and called the police. The landlord testified that the tenant told her he would “beat her” if she knocked on the door again.

The tenant says the landlord did not give proper notice to allow her or the electrician to enter his suite. The tenant says the landlord simply posted a notice in the elevator the day prior, advising all units that they would be accessing their suites. The tenant agreed that he said he would call the police if the landlord’s electrician tried to enter again because he required proper notice.

The landlord says in another incident the tenant called the staff to complain about a girl leaving her bike in the hallway. The landlord said the tenant was advised that the girl was a guest of another tenant and she had now left with her bike. The landlord says the tenant again became abusive and began swearing at the staff.

The tenant testified that he cut his leg on the bike and this is why he was so upset. The tenant testified that he doesn’t believe he yelled at staff however he says he was coming home from an all night party and could have said something.

The landlord says the tenant mocked desk staff when the company lost some contracts. The landlord says the tenant was laughing at them and telling them he was going to tell other tenants the company was not doing its job properly.

The tenant responded that it is true that the company that manages the building lost some contracts.

The landlord testified that in another incident the tenant crossed paths in the lobby with another tenant KE when KE was attempting to pass the tenant while climbing the stairs. The landlord overheard this tenant say “let me go first bitch...” to KE. The landlord testified that she witnessed the event and it was clear that KE was very inebriated but and this tenant was the aggressor who tried to overtake KE on the stairs causing KE to

stumble. KE reported that the tenant shoved his head into the wall with his hand, kicked him and referred to him as a “nigger”. KE came back down to the lobby and asked staff to call the police. Police attended and interviewed both parties. The landlord says KE refused to sign a statement regarding the incident as he was afraid of retaliation by this tenant. The

The tenant says KE assaulted him and he was only protecting himself. The tenant says the police said it was a case of “he says he says” and they did not take the matter any further.

In another instance the landlord says this tenanted reached into another tenant’s room and pulled their door shut and called that tenant a “fucking goof”. Again the other tenant would not sign an incident report because he feared being targeted by this tenant.

The tenant agrees he did close the other tenant’s door. The tenant says that the other tenant smokes pot and he can’t stand the smell.

The landlord agrees that many of their residents smoke pot or drink in their rooms. The landlord says the building is a “low barrier” residence owned by BC Housing. The landlord says they have all sorts of tenants with drug issues and those who smoked pot or drink. The landlord says if she declined all tenants who smoked pot or drank they would have no tenants.

The landlord says the tenant used to manage the building but he is no longer the manager and he seems to be bitter towards management and other tenants since his employment was ended.

The tenant says he received the Notice to End Tenancy the same day the landlord was notified of a lawsuit he has launched for wrongful dismissal. The tenant says his wrongful dismissal lawyer knows about this attempt to evict him and he “isn’t happy”.

The landlord says all she knows about the tenant is that he was the former manager and she has no knowledge of any lawsuits.

Analysis and Findings

For the most part there is no dispute between the parties that the events recited by the landlord occurred. The tenant's view of these events is that each event occurred due to the fault of someone or something else. The evidence shows that the tenant gets angry when things go wrong and he believes the building is not properly managed, that staff are incompetent and other tenants are not behaving as he believes they should. I find that it is reasonable and probable that the tenant has become bitter toward building management over the loss of his job. However, it is not necessary for me to find a reason for the tenant's behaviour. My task is to determine whether I find the allegations of the landlord to be true and whether they are sufficient to end this tenancy. In this I prefer the evidence of the landlord. I find the landlord's version of events to be consistent and well documented. Further, in most cases, the tenant does not deny his actions; he only seeks to blame his actions on others. While tenants are, of course, able to complain about deficiencies and to raise concerns to landlords, landlords do not have to tolerate being sworn at or feeling intimidated by tenants as is the case here. I find that the tenant's conduct of abusive behaviour towards the landlord sufficient grounds to end this tenancy.

I therefore decline the tenant's application to dismiss the notice to end tenancy given for cause. The effect of this decision is that this tenancy ended on the date set out on the Notice which is May 31, 2010. As that date has passed, the landlord is entitled to an Order of Possession. That Order will be issued effective 2 days after service.
