



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHRISOPHER HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One-Month Notice to End Tenancy for Cause dated September 17, 2013.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

- Should the One-Month Notice to End Tenancy for Cause was warranted or whether it should be cancelled?

Background and Evidence

Submitted into evidence was a copy of the One-Month Notice to End Tenancy for Cause dated September 17, 2013. The Notice indicated that the landlord was ending the tenancy because:

The tenant had:

- significantly interfered with and or unreasonably disturbed other occupants or the landlord or;
- Seriously jeopardized the health, safety or lawful right of another occupant or the landlord.

Also submitted into evidence were copies of communications, copies of witness statements and a copy of the "*Tenancy Agreement for Crime Free Housing*."

The tenancy began in March 2012 and the rent is \$610.00. The landlord testified that the One-Month Notice to End Tenancy was issued because of the tenant's disruptive conduct and unreasonable interference with the landlord and other residents, despite letters of warning.

The landlord testified that an incident occurred on August 22, 2013 which involved the tenant and another resident. According to the landlord the two combatants burst into the administration office yelling profanities. The landlord testified that, after the parties were asked to leave, things calmed down and the tenant came back into the office to explain what the problem was. However, during this exchange, the tenant started to become agitated again. The landlord testified that the tenant used offensive language and proceeded to utter physical threats towards the other resident, graphically describing what she would do in future if the other resident ever offends the tenant again. The landlord testified that this occurred in front of witnesses and the tenant's hostility generated a climate of fear amongst the staff and volunteers.

The landlord testified that the Board of Directors sent a letter to the tenant on September 3, 2013 warning the tenant that the incident was considered a violation of her tenancy and that conduct of this nature was unacceptable; The letter states in part:

"Your behavior, yelling and swearing will not be tolerated. If you need to make a complaint, please do so in writing with your signature and your unit number on it."

The tenant testified that the allegations made by the landlord were not accurate and the tenant denied using foul language or making threats against anyone, on August 22, 2013. The tenant stated that at the time the incident occurred, she was very concerned about an issue relating to her child and was understandably emotional. The tenant pointed out that she and the other resident reconciled shortly afterwards and the matter is completely resolved between them.

The landlord testified that another incident involving the tenant occurred involving unacceptable and disturbing conduct by the tenant. The landlord testified that they received numerous complaints about the tenant's behaviour in relation to the landlord's decision to evict another resident in the complex for unpaid rent. This occurred on September 9, 2013. The landlord testified that other renters reported that the tenant had been approaching them to seek their support and participation in the tenant's plan to challenge the management of the complex about the eviction of the resident in question.

The landlord testified that during the eviction process on September 9, 2013, the tenant confronted the bailiff, who was assigned to remove the evicted resident's possessions from a rental unit, pursuant to a legal writ obtained from the BC Supreme Court . The tenant apparently engaged these officials in a heated verbal argument demanding to be let into the unit. The landlord stated that witnesses reported that the tenant was ranting, yelling, uttering threats of violence against members of the landlord's administrative team and using offensive language in expressing her anger. The landlord testified that the bailiff later lodged a written complaint about this interference with verbatim quotes of exactly what the tenant had said.

The landlord testified that, during the confrontation, the tenant called police and contacted the media, apparently under the impression that the rights of this other resident were being violated by the landlord. According to the landlord, the tenant's interference transformed what could have been a quiet, dignified eviction process into a chaotic fracas, significantly disturbing others who were forced to witness the events. The residents and neighbours, that were subjected to intrusive filming by a news crew, including their children, were very upset and lodged complaints to the landlord about the tenant's actions.

In addition to the above, the tenant was seen repeatedly approaching and verbally confronting an agent of the landlord who was stationed nearby to monitor the situation on behalf of the landlord. The tenant was apparently witnessed by several people aggressively bombarding this man with hostile threats and loud verbal abuse. The landlord testified that the tenant also verbally attacked another member of the landlord's maintenance staff publically berating him for allegedly drinking on the job.

A written statement from the landlord's agent assigned to monitor the eviction, was submitted into evidence. This statement provided a detailed and explicit account of the tenant's aggressive behavior, quoting several specific threats and profanities. The landlord's agent stated that he feared being physically accosted and felt it necessary to call 911 to report the tenant to the police.

A number of written witness statements describing this incident were submitted into evidence and supported the landlord's agent's statement.

The landlord testified that the nature of the tenant's conduct caused all of the volunteers and staff of the organization concerns for their personal safety. On September 11, 2013, the Board sent the tenant a letter stating:

"It has been brought to the attention of the Board of Directors that recent events by you have disturbed the peace of many of the other tenants.

Going door-to-door on September 2, 2013 and slandering.....(the) Board Of Directors and management is unacceptable behavior and will not be tolerated.

If you have a complaint, please do so in writing, addressed to the Board of Directors."

The landlord testified that on September 13, after meeting to discuss what had transpired and in response to concerns expressed by tenants and staff, the landlord issued a letter to the tenant stating the following,

"We have been advised that on Monday, September 9, 2013 you verbally threatened and made lewd hand gestures towards a board member and were verbally abusive toward court appointed Bailiffs and...(the organization's) Housing staff.

If you have concerns or questions, you may address our administrator in writing and drop it into the mail slot at the office.

*Under **no circumstances** are you to enter the administration office without authorization.*

The board members will be convening to discuss your behavior and the board will inform you in writing of its decision."

The landlord testified that, on September 17, 2013, they issued the One Month Notice to End Tenancy for Cause and they feel that the tenant's application to cancel the Notice should be dismissed given the circumstances. The landlord is requesting an Order of Possession based on the Notice.

The tenant denied all of the allegations that she had used foul language on September 9, 2013, and disputed that she acted in the threatening ways described by the witnesses. The tenant also denied interfering with the bailiff and pointed out that all she wanted to do was gain access to comfort the renter who was beside herself about being evicted.

The tenant testified that when the police arrived, they sided with her and permitted her to enter the premises in order to offer emotional support to the family being evicted. The tenant stated that the landlord's efforts to terminate her tenancy are a form of reprisal because she stands up for herself and others who are not being fairly treated.

The tenant testified that the allegations with respect to her allegedly approaching the landlord's agent while he was monitoring the eviction process, is false. According to the tenant, this individual had accosted her.

The tenant testified that the One-Month Notice should be cancelled as it is not supported by the facts.

Analysis – Notice to End Tenancy

The burden of proof is on the landlord to justify the reason for the Notice to End Tenancy under the Act.

It is necessary to establish whether or not the Tenant violated the Act by engaging in conduct that significantly interfered with or unreasonably disturbed others, of a magnitude sufficient to warrant ending the tenancy under section 47 of the Act.

The Guideline gives examples of what may constitute “significant Interference” including serious examples of:

- unreasonable and ongoing noise;
- persecution and intimidation;
- engaging in destructive or violent behaviour

In regards to the term, “unreasonably disturbed”, Black’s Law Dictionary defines “unreasonable” as:

“Irrational; foolish; unwise; absurd; preposterous; senseless;...
immoderate; exorbitant; ...capricious; arbitrary; confiscatory.”

In this instance I find that the tenant had, by her own testimony, repeatedly engaged in conduct that other residents found to be disruptive. I find that the landlord did receive numerous ongoing complaints about the tenant’s interference and disturbing behaviour towards other residents and the landlord’s staff and volunteers. I accept the landlord’s testimony that they had genuine concerns, that were not completely unfounded, about possible danger to their staff and volunteers, or at the very least, continued disruptions by the tenant in future.

I find that the tenant was warned to cease this kind of conduct and was instructed in writing to address any concerns she may have to the landlord in writing.

I find that, despite the warning issued on September 3, 2013, after the incident on August 22, 2013, and the clear instructions that any concerns that the tenant has must be formally addressed to the landlord in writing, the tenant still continued to bother others by approaching them with her allegations about the management on September 2, 2013 and also overtly interfered with the landlord’s operations by taking it upon herself to impede the Court-ordered bailiffs in their legal duties on September 9, 2013.

In addition, I find that the tenant intentionally generated attention by police, media and other people living in the complex. who would otherwise have had no involvement in the event that occurred on September 9, 2013.

Given the above, I find that the tenant's Application requesting that the One Month Notice to End Tenancy for Cause be cancelled is not supported under the Act by the facts that are before me and the tenant's application must therefore be dismissed.

During the hearing the Landlord made a request for an order of possession. Under the provisions of section 55(1)(a), upon the request of a Landlord, I must issue an order of possession when I have upheld a Notice to End Tenancy. Accordingly, I so order.

Based on the evidence and the testimony discussed above, I hereby dismiss the tenant's application without leave. I hereby grant the landlord an Order of Possession effective two days after service on the tenant. 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.

Conclusion

The tenant is not successful in the application to cancel the One Month Notice to End Tenancy for Cause and the landlord is granted an Order of Possession on request.

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: October 29, 2013

Residential Tenancy Branch