



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Al Stober Construction
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC, LAT, AS, RR, O

Introduction

This was a hearing conducted with respect to the tenant's application to cancel a Notice to End Tenancy for cause and for other relief, including a monetary award and other relief, including authority to change the locks, permission to assign or sublet the rental unit, rent reduction and other, unspecified relief.

Issue(s) to be Decided

Should the Notice to End Tenancy dated May 28, 2014 be cancelled?
Is the tenant entitled to any of the other relief claimed?

Background and Evidence

The rental unit is an apartment in Vernon. The tenancy began on March 1, 2012. There was a previous hearing on March 6, 2014 with respect to an application brought by the tenant. In a decision dated March 7, 2014 the arbitrator directed that the landlord investigate the tenant's concerns about leaking faucets in the bathroom and kitchen of the rental unit, a leaking window and mildew or mould on the wall. Otherwise the tenant's claims, including a \$25,000.00 claim for compensation were dismissed.

The tenant filed this application on May 23, 2014 to claim a monetary award and other relief, including permission to change the locks. He was served with a one month Notice to End Tenancy for cause that was posted to the door of the rental unit on May 28, 2014 and after he received the Notice to End Tenancy, he amended his application to apply for the cancellation of the Notice to End Tenancy. The tenant said in his application that he was claiming \$100,000.00, but he altered the claim to reduce the amount to \$25,000.00; this claim was apparently related to: "illegal entry, slander, criminal harassment", as set out in the details of the dispute.

I advised the tenant at the outset of the hearing that I would consider his application to cancel the one month Notice to End Tenancy as the principal dispute to be addressed at this hearing and I also told him that some of his claims, notably for slander and criminal harassment were beyond my jurisdiction as an arbitrator pursuant to the *Residential Tenancy Act*.

The landlord's representatives testified with respect to the grounds for seeking to end the tenancy. The one month Notice to End Tenancy stated as a ground for ending the tenancy that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord submitted two packages of documentary evidence, the first on June 5, 2014 was also provided to the tenant; the second, sent on June 10, 2014 was submitted to the Residential Tenancy Branch, but the landlord did not deliver copies of the documents to the tenant. I have not considered the June 10th documents in arriving at my decision in this matter and have excluded them as evidence in this proceeding.

Mr. C.B., The landlord's building manager testified that he has received complaints from occupants of the rental property about the tenant's behaviour and threatening language. The building manger said that occupants have told him that they are fearful of the tenant because he has commented to them about having and using guns to prevent entry into his apartment. He said that on April 10, 2014 the RCMP called the landlord and expressed concern with respect to the tenant's well-being. Two RCMP officers attended at the rental property. They requested that the building manager provide keys to enter the rental unit if necessary and instructed him to wait by the elevator while they went to speak to the tenant. The police were in attendance for 15 to 20 minutes.

The landlord provided copies of notices given to the tenant to advise him of entries to his suite in order to carry out an inspection and effect repairs that might be necessary, as directed by the arbitrator in her March 7, 2014 decision with respect to the tenant's application. On March 26, 2014 the manager entered the unit pursuant to a Notice to enter as pre-arranged with the tenant. The manager identified a thermostat that needed replacing. The landlord reported to the tenant by letter dated April 9, 2014. The landlord set out the inspections and repairs that were performed and responded to an April 4th letter from the tenant.

The manager posted a notice to enter the rental unit in order to complete repairs. The entry was postponed at the tenant's request. The landlord posted a further notice to enter on May 12th. The landlord asked the tenant to provide a phone number so that necessary repairs or inspections could be coordinated with the tenant. The manager was prevented from entering the unit on May 12th because the tenant had installed a chain lock on the door to the unit. They returned in order to complete repairs on May 14th, as requested by the tenant. It was found on this attendance that the bathroom tap was leaking. The landlord purchased the necessary parts to repair the leak and gave a notice to the tenant that the manager would enter the unit to complete the repair on May 27, 2014. After the attendance the landlord received a handwritten message from the tenant referring to the entry by the managers. The tenant said in part that: "This is to advise you, any illegal entry by any of those mentioned, will result in criminal prosecution against the guilty party". He said this was written as advised by the Residential Tenancy Office and he added that: "Your previous illegal acts will result in Supreme Court actions and R.T.O. arbitrations."

At the hearing the tenant complained that the landlords had entered his suite illegally and without permission. He said that they had entered three times in one month, more than the number of inspection permitted by the *Residential Tenancy Act*. He complained that the repairs that the landlord performed should have been done in 2012. The tenant blamed the police attendance upon a report by a provincial government employee who told the RCMP that he had been threatened by the tenant. The tenant referred to a longstanding dispute relating to discrimination by a provincial government official, according to the tenant, the official discriminated against him because the tenant suffers from Tourette's syndrome. He said the official filed a false police report against him that amounted to criminal harassment. Among his written submissions with respect to his application, the tenant said: "These charges will be appealed and those bastards, the Vernon R.C.M.P., and the Federal Government of Canada will be sued. That time is coming."

The landlord's representative testified that there are a number of tenants who have reported their concerns to the landlord about their encounters with the tenant and the threatening and frightening remarks that he has made. The landlord has received several letters from other occupants, none of whom will allow their names to be disclosed in this proceeding because of their fear of the tenant and concerns as to the likelihood of retribution. The landlord's representative said that the building managers, who have worked for the landlord for two years, are frightened of the tenant; they will only attend his suite in pairs, and only after consultation with the landlord. The landlord's representative is concerned that the managers will quit and that other tenants will move because of the conduct of the tenant. The building managers testified that they are frightened by the tenant and will only attend his unit together and only after arrangements have been confirmed with the landlord's representatives.

The tenant responded by saying that there was no basis for the Notice to End Tenancy. He said that if he had any guns, the police would have found them when they attended at his unit on April 10th. The tenant said that he had other evidence to give, but could not specify what it was; he said he was in pain and recovering from injuries and this affected his ability to respond.

Analysis

The tenant's manner throughout the hearing was confrontational and hostile. According to the tenant's testimony, the police attended at the rental unit in response to complaints that the tenant uttered threats to a third party. The building managers have recently spoken to occupants of the rental property who have been frightened by the conduct of the tenant and remarks that he has made to them, including threats towards the landlord's managers. The evidence of the building managers and the landlord's representative at the hearing has satisfied me that the tenant has made remarks and conducted himself in his dealings with the managers in a way that has caused them to be legitimately fearful of the tenant and concerned that he may act violently towards them.

Based on the evidence presented, including the testimony of the landlord's representatives and the tenant at the hearing, I find that the tenant has significantly interfered with, or unreasonably disturbed another occupant or the landlord and that there are sufficient grounds to uphold the May 28, 2014 Notice to End Tenancy. I decline to cancel the Notice to End Tenancy and I dismiss the tenant's application to cancel the Notice to End Tenancy without leave to reapply. I find that the remainder of the tenant's claims, including the claim for a monetary order and for an order allowing him to change the locks and reduce the rent are without merit and they are dismissed without leave to reapply

Conclusion

Section 55 of the *Residential Tenancy Act* provides as follows:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,
- (a) the landlord makes an oral request for an order of possession, and
 - (b) the director dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's application to dispute the landlord's Notice to End Tenancy. The landlord made an oral request for an order of possession at the hearing. Pursuant to section 55 I grant the landlord an order for possession effective June 30, 2014 after service upon the tenant. This order may be registered in the Supreme Court 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: June 18, 2014

Residential Tenancy Branch

