



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ABBEYFIELD HOUSES OF VANCOUVER SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC OPC

Introduction:

Both parties were present at the hearing. Both made Applications for Dispute Resolution, the landlord to enforce a Notice to End Tenancy for cause dated May 19, 2016 to be effective June 30, 2016. The landlord applies for an Order of Possession but waives the filing fee. The tenant applies to cancel the Notice to End Tenancy for cause. The parties confirmed service of each other's documents.

Issues: Has the landlord proved on the balance of probabilities that they have good cause to end the tenancy or is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The occupancy began on August 1, 2013 after the tenant had a medical issue, then on May 1, 2014 a formal occupancy/lease was entered into. Rent is \$1375 a month including meals and no security deposit was paid.

The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons: The tenant has

- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health, safety or lawful rights of another occupants; and
- has put the landlord's property at significant risk.

The landlord provided 4 letters signed by residents detailing the tenant's belligerent attitude, confrontational behaviour and verbal abuse. They gave details of his bullying and using foul language to them and accusing them of things they had not done. A number of staff also wrote details of the tenant's abusive attitude and language to them. One male staff member details abusive, threatening words and behaviour to him from the tenant from February 16, 2015 to March 2016 (6 incidents). The landlord said the tenant's behaviour has frightened the vulnerable, frail residents in this supportive

residential complex so they are afraid to go out for their snacks at night, they now lock their doors at night and won't use the laundry room unaccompanied.

The landlord said the tenant put the property at risk in November by opening all his windows and having all his fans on (he has burned out 3 fans) and then going to change a fuse by himself in the common area. Staff were concerned about him meddling with the fuse box but they could not handle him, he was screaming in the hall and police were called. The tenant then called the fire department.

The landlords pointed to the provisions in their occupancy agreement regarding be courteous and cooperative to staff and residents or risk having the occupancy end. They request an Order of Possession effective September 30, 2016 and will waive the filing fee.

The tenant said that the allegations of the landlord and other residents and staff are fictitious. He said the Fire Department had not found anything wrong and said a staff had tampered with the switches making the tenant's lights go on and off. He said the landlord had the staff member do this to get rid of him and he did it three times. He said he often does not go for meals so some of the accusations could not be true for he was not there at the time. He took issue with the fact that the residents and most of the staff did not have their names on their letters. The landlord said this was due to intimidation and fear of retaliation but they met with all the complaining residents and their names are on the copy provided as evidence in the hearing.

The tenant provided no documentary evidence to support his allegations. The landlord provided copies of the occupancy agreement, warning letters to the tenant, the Notice to End Tenancy, emails from staff regarding disruptive incidents of behaviour of the tenant towards them and a report of the Police and Fire incident in November 2015.

Analysis:

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant successfully disputes it. I find the weight of the evidence supports the landlord's Notice to End Tenancy. I find that many residents are intimidated by the tenant's behaviour which the evidence indicates is abusive and bullying. I find he has abused and been disrespectful to staff. Although the landlord issued him some warnings, I find the disruptive behaviour continued. The tenant stated he was in a wheelchair and would not be able to move out quickly so the landlord granted him time to September 30, 2016 to vacate.

Although the tenant alleged the landlord's and other residents' and staff complaints were fictitious, I find insufficient evidence to support his point of view. I have therefore dismissed his application to cancel the Notice to End the Tenancy. Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 47 and has upheld the Notice. The landlord made their own application and made this request at the hearing. As a result I grant the landlord an Order for Possession effective September 30, 2016 as requested.

Conclusion:

I grant the landlord an Order for Possession effective September 30, 2016. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement. The landlord waived their filing fee.

I dismiss the tenant's application; no filing fee was paid.

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 10, 2016

Residential Tenancy Branch