



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Baptist Housing  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, CNC

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were heard together.

The landlords application is a request for an early end to the tenancy and an order of possession.

The tenants application is a request to cancel a Notice to End Tenancy that was given for cause.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether the landlords have reasonable grounds to end this tenancy, or whether the Notice to End Tenancy should be canceled and the tenancy should continue.

Background and Evidence

The parties agree that this tenancy began in May of 2001 and the present monthly rent is \$456.00 due on the first of each month.

The parties also agree that the tenant was personally served with a one-month Notice to End Tenancy on October 18, 2016, which listed the following reasons for ending the tenancy:

Tenant or person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord's property at significant risk

The landlords testified that there are numerous reasons why they have given the Notice to End Tenancy which include:

- Harassing, demeaning, and threatening behavior by the tenant towards the landlords.
- Safety issues with respect to hoarding.
- Health and safety issues with regards to a bed bug infestation.

I dealt first with the landlord's allegations of harassing, demeaning, and threatening behavior.

The landlords testified that the tenant has sent numerous harassing and even threatening correspondences to the landlords, which the landlords have found very disturbing.

The landlords further testified that a death threat against the housing manager was found in the elevator at the rental property, and although they have no proof that it came from the tenant, it did use some of the same kind of language that the tenant has used in his correspondence with the landlords, and therefore they suspect that it was posted there by the tenant.

The landlords further stated that as a result of this harassing and threatening correspondence the housing manager no longer feels safe going to the rental property.

The landlords further testified that correspondence from the tenant to one of the landlords was very disturbing, as it suggested that the landlord's wife's cancer was not being healed as result of the landlords failure to take action against the person that the tenant claims is a poor housing manager and therefore he has offended God.

The landlords also testified that one letter in particular even suggests that, if the landlords do not comply with the tenants wishes, it may result in a suicide or someone causing pain to the housing manager, and it is this sort of comment that has made the housing manager fearful for her safety.

The tenant testified that the death threat note found in the elevator was certainly not put there by him, and he has no idea who put that note there. He further stated that the police spoke to him and no charges were ever laid as there was no proof against him.

The tenants advocate stated that the long e-mails sent by the tenant are written from his religious perspective and this comes across as quite severe, but he believes that he is speaking from God's word, and that the landlords actions will come back against them.

The tenants advocate further stated that the tenant believes he is warning the landlords that their actions could result in possible harm, and that his warnings are given to actually protect them from harm.

The tenant testified that he sends e-mails to attempt to tell the landlords how he feels and that when he mentioned suicide, he was speaking about himself possibly commit suicide. He further states that he wasn't suggesting that he would harm anyone, he was just letting the landlords know that there could be a backlash as a result of the landlords actions, that could result in someone hurting the landlord.

The tenant further testified that one point he was praying for the wife of the landlord who has cancer however in his correspondence with the landlord he was pointing out that his wife's cancer may be due to the sins of the housing manager and the landlord's subsequent cover-up.

### Analysis

It is my finding that the correspondence from the tenant to the landlords has been both threatening and harassing in nature, and, although the tenant claims they were not meant as such, I believe that the tenant fully intended them to be both threatening and intimidating.

I accept that there is no evidence to show that the death threat posted in the elevator at the rental property was from the tenant, however sending correspondence that states that the housing manager may be caused pain, and stating that the landlord should take responsibility before someone's life and health is in jeopardy, is very threatening

behavior, and I do not accept that these comments were an attempt to protect the landlord, they are more likely an attempt to intimidate the landlord.

Further, sending correspondence to a religious person, suggesting that his wife's cancer is the result of sins committed by his staff, and his failure to act, is extremely harassing behavior, and I can only imagine the kind of pain these comments must have caused for someone dealing with such a serious illness.

It is my finding therefore that the landlord has shown that the tenant has significantly interfered with or unreasonably disturbed the landlord, and I will not cancel this Notice to End Tenancy.

Section 55 of the Residential Tenancy Act states:

**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 to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case I have examined the Notice to End Tenancy and it is my finding that it does comply with section 52 of the Act. and therefore I will be issuing an Order of Possession to the landlords. At the hearing the landlords agreed to allow the tenant to stay until January 15, 2017 and therefore an Order of Possession will be issued for that date.

Conclusion

The tenants application to cancel a Notice to End Tenancy is dismissed without leave to re-apply, and, having determined that the landlord's notice to end tenancy complies with section 52 of the Act, I have issued an Order of possession, pursuant to Section 55 of the Act, for 1:00 p.m. on January 15, 2017.

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: December 13, 2016

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Residential Tenancy Branch