



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA WOMEN'S RESOURCE SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

ET

Introduction

This hearing was convened in response to the landlord's Application for Dispute Resolution dated May 25, 2017 seeking an Order ending the tenancy early and an Order of Possession.

The hearing was conducted via teleconference and was attended by the landlord and the tenant. The tenant acknowledges receiving the document evidence of the landlord which includes the landlord's narrative of issues, the tenancy agreement and ancillary documents to the tenancy agreement as well as digital evidence comprised of a series of videos created by the tenant of this matter. The tenant acknowledged they have not provided evidence to this matter however is gathering evidence for a hearing scheduled July 11, 2017 in which the tenant is disputing the landlord's Notice to End for Cause.

Preliminary matters

The tenant requested an adjournment. The landlord opposed the request. The tenant claims they have not ascribed time to prepare for this hearing as they were focused on the hearing of July 11, 2017. The landlord argued they very rarely request an early end to the tenancy and that in this matter it would be unfair to wait as the tenant's conduct is creating undue stress in the residential property to other tenants with risk of violence, if not from the tenant, towards the tenant by other residents. I determined the tenant had sufficient time to prepare for this hearing and given the landlord's concerns and duty of care to other occupants of the residential property that an adjournment was not appropriate. The hearing proceeded on the merits of the landlord's burden to prove their application on balance of probabilities pursuant to requirements of Section 56 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to Section 56 of the Act?

Background and Evidence

The landlord advised they provide a staffed supportive housing environment for women and women with children. The tenant advised they suffer from post-traumatic stress and does not deny the landlord's determination the tenant has mental health challenges.

The following is undisputed by the parties. This tenancy started November 15, 2016. The parties entered into a tenancy agreement as well as mutually executed documents titled *Guidelines for living in supportive housing* and a *Good Neighbour Agreement*. The parties agreed the accommodations were offered with multiple conditions consistent with the landlord's mandate to provide a supportive and safe living space and that residents would be held to those conditions.

On May 09, 2017 the landlord gave the tenant a "breach" letter advising them their behaviour toward the staff and other residents over the previous months was unacceptable. The landlord used words such as "extremely disrespectful" "threatening to other women who live and work at(the accommodations)" "swearing, screaming and using derogatory names . . . such as whores, druggies and fucktards". The letter stated that on the previous day the tenant had stated they were racist against First Nations people; and, that as they believed staff was "fucking with you", they were going to hurt five First Nations people in retaliation. On the same day the tenant effectively told staff they had followed through on their assertion to hurt someone, with " . . . four more to go". The landlord effectively advised the tenant their conduct toward staff and other residents was profoundly unacceptable and that it interfered with the rights of other tenants, and if continued would establish cause for a notice to end the tenancy.

In the period following the letter to the tenant the landlord testified the tenant behaved boldly and contemptuous toward the landlord's staff. They testified the tenant continued to threaten, swear and use racist and derogatory terms toward the landlord and other residents, as well as following staff and tenants around video recording them and posting the recordings on the internet (You Tube).

The tenant denied some of the landlord's assertions and testified that the landlord, in turn, was denying them rights and intruding on their life with unreasonable checks on them and their mental health, including a consultation with a psychiatrist and visit from a mobile mental health worker. The tenant accused the landlord of being intrusive and "stressing (me) out" with their conditions. The tenant testified the landlord was not being respectful of them. The tenant testified as to the highly disputatious relationship with the landlord and the landlord's program while acknowledging they had agreed to the landlord's program conditions at the outset, until it became too much for them and wanting to be left alone. The landlord responded that their program conditions are not negotiable and the tenant agreed to be bound by the conditions when seeking housing.

The landlord provided a series of video recording made by the tenant in which the tenant primarily records the staff, articulating their many issues with the staff and the housing rules, and dis-satisfaction with the staff's "customer service". Some videos also record interactions with other residents of the supportive housing property. One video depicts an exchange with a

claimed First Nations woman whom angrily reacts against the applicant's inappropriate remarks toward her. The landlord also provided the video recording in which the tenant states they intend to hurt 5 First Nations people as retaliation for their displeasure with the landlord's behaviour.

In summary, the tenant submitted they reject the landlord's supportive housing mandate and initiatives toward all their residents and defended their conduct toward the landlord as being defensive for the sake of their own mental health.

The landlord effectively summarized they presented their case of an incompatible relationship with a tenant determined to be disruptive and refusing to reside harmoniously in a housing environment others rely upon to be stable.

Analysis

Section 56 of the *Act* allows a landlord to request an end to a tenancy and for an Order of Possession without providing a 1Month Notice to End Tenancy for Cause, if the landlord has cause to end the tenancy; and, that it would be unreasonable or unfair to the landlord or other occupants of the residential property to wait for a Notice to End the tenancy to become effective.

I have reflected upon all the evidence in this matter. On preponderance of the evidence I find the landlord has established the tenant, in the least, is displaying unsettling behaviour and disrupting the aims and requirements of the landlord's supportive housing program with which the tenant originally agreed. But moreover I find the landlord has provided sufficient evidence that the tenant's conduct is and has been threatening the promise made by the landlord to their staff and residents of a living environment free of intimidation, abuse, insults, and threats of violence, racism, badgering and disruption to right of quiet enjoyment. I find the landlord has provided significant evidence of conduct by the tenant which cannot but seriously jeopardize the landlord's staff or the right of other residents to quiet enjoyment. I find the landlord has satisfied that the tenant has pursuant to Section 56 of the *Act*,

- *significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, and*
- *seriously jeopardized the health or safety or lawful right or interest of another occupant*

I also find that the circumstances in this matter establish that it would be unreasonable and unfair to the landlord and other occupants of the residential property to wait for a Notice to End tenancy issued under Section 47 to take effect.

As a result, I find that the tenancy will end. The landlord is entitled to an Order of Possession effective in accordance with my Order.

Conclusion

The landlord's application is granted.

I grant the landlord an Order of Possession effective **two days after service on the tenant**.

This Order must be served on the tenant and, if necessary, may be filed in the Supreme Court and enforced as an Order of that Court.

This Decision is final and binding.

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 23, 2017

Residential Tenancy Branch