



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SILVER AVALON HOTEL  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC OPC

### **Introduction:**

Both parties, a witness and an advocate attended the hearing and gave sworn testimony. I find that the Notice to End a Residential Tenancy dated May 11, 2017 to be effective July 1, 2017 was served by posting it on the tenant's door. The landlord admitted service of the tenant's application for dispute resolution by registered mail. I find the documents were legally served pursuant to section 89 of the Act. The tenant applies to cancel a Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act).

**Issues:** 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 tenancy began on December 13, 2012, rent is \$400 a month and a security deposit of \$200 was paid. The landlord said they served the Notice to End Tenancy pursuant to section 47(d) for the following reasons:

The tenant or a person permitted on the property by them has

- i) significantly interfered with or unreasonably disturbed another occupant or the landlord;
- ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- iii) put the landlord's property at significant risk.

The landlord said the tenant has been given four written warnings about his aggressive behaviour and verbal outbursts to staff and to another resident. In 2015, they said he signed an Accountability Contract after an altercation with another tenant. The contract said he would face eviction if it happened again. He was to continue ongoing support with a society but he did not follow through. In October 2016, he received a letter again outlining receipt of complaints from hotel staff and staff of the society. They said his behaviour and language was threatening and they feared for their safety. In May 2017, he had an issue with a former society staff member who was on the premises to orient a new society staff member. The manager and staff person witnessed the tenant come

down and utter threats. He called the Police for he said he had a Court order that the former staff member should not be in the building. He escalated when the manager came out and he yelled and screamed at her and threatened to get her fired.

The staff member said he had witnessed the tenant physically threatening two residents also. He saw him threaten the previous society worker who was frightened and filed a complaint. He said the female staff have locked themselves in their offices on occasion when the tenant has acted aggressive for they are frightened of him.

The advocate for the tenant questioned the witnesses regarding specifics of the threats. The manager said he had said he would come after them and take them down. The tenant denied that. He said the society worker had been in his room without permission; the manager denied this and said no keys were given to these workers. The manager pointed out that in June 2015, the tenant had physically assaulted another resident and put a hole in the wall and he had signed an agreement at that time to change his behaviour. His advocate pointed out that in the May 2017 letter, there is no evidence of threats, just verbal comments concerning their jobs. The manager said in that case there was not a physical threat but a threat of job loss and yelling and screaming that significantly disturbed other residents and hotel staff.

After further discussion, the parties agreed to settle on the following terms:

1. The effective date for the Order of Possession will be August 15, 2017.
2. Management will assist him to get more suitable housing before then so he will not be left homeless.

**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 if he disputes the Notice. I find any one cause in section 47, if proven, is sufficient to end the tenancy. I find the weight of the evidence is that the tenant's loud, aggressive behaviour is significantly interfering with and unreasonably disturbing other occupants and staff of the landlord; also it is seriously jeopardizing the health or safety or a lawful right or interest of the landlord or another occupant. While the tenant may not be physically threatening the staff, I find they feel threatened by his verbal threats and are frightened. I find the weight of the evidence supports the landlord's cause to end the tenancy. I dismiss the tenant's 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 where an arbitrator has dismissed the tenant's application and has upheld the Notice. As a result I grant the landlord an Order for Possession.

The advocate for the tenant ably assisted the tenant to reach a settlement for a move-out date with the landlord. As agreed by the parties, the effective date for the Order of Possession is August 15, 2017.

**Conclusion:**

The Application of the tenant is dismissed. The filing fee was waived.

I grant the landlord an Order for Possession effective August 15, 2017 as agreed. 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.

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 27, 2017

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Residential Tenancy Branch