



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FALSE CREEK MANAGEMENT  
SOUTHVAN FOUNDATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC CNC LAT LRE OLC

### Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* ("the Act"). The landlord applied for an Order of Possession for Cause pursuant to section 55. This tenant applied for: cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47; an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62; authorization to change the locks to the rental unit pursuant to section 70; and/or an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties attended the hearing. The landlord was assisted by a lawyer. Both parties were given a full opportunity to be heard, to present their sworn testimony, and to make submissions.

With respect to the service of documents, the tenant confirmed receipt of the landlord's 1 Month Notice to End Tenancy for Cause the tenant confirmed receipt of the landlord's Application for Dispute Resolution ("ADR") and the landlord confirmed receipt of the tenant's ADR. The landlord also confirmed the receipt of the tenant's amendment to the original application to include his application to cancel the landlord's Notice to End Tenancy.

### Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled or is the landlord entitled to an Order of Possession?

Is the tenant entitled to any order against the landlord - that the landlord to comply with

the *Act* and/or authorization to change the locks to the rental unit and/or an order to suspend or set conditions on the landlord's right to enter the rental unit?

### Background and Evidence

This month to month tenancy began in December 2004 with a monthly rental amount is \$320.00 payable on the first of each month No written tenancy agreement was submitted for this hearing. The landlord continues to hold the tenant's \$175.00 security deposit paid at the outset of this tenancy.

The landlord testified that, over recent years, the tenant has caused a great deal of disruption at the residential apartment premises where he resides. The landlord testified that the landlord has made previous attempts to evict the tenant but has been unsuccessful. The landlord testified that the residential premises is primarily housing for low income seniors and he argued that the other occupants of the building are put in jeopardy by the tenant's activities in the building.

The landlord submitted documentary evidence including three notification letters, two including warnings to the tenant regarding the potential end of his tenancy if he did not cease to act in an unacceptable way. The documentary evidence also contained several (10) angry letters from the tenant to the landlord making disparaging comments (fraudsters, liars, corrupt, dictators, etc.) about the landlord.

The landlord testified that the tenant removed the handle of his own unit as well as a fire door. The tenant testified that he was doing the landlord a favour by repairing on his own – taking initiative and not bothering them to repair. On November 28, 2017, the tenant was warned in writing about undertaking repairs himself and also reminded of the procedure to request repairs. The tenant testified that he often tries to help in this way. The landlord testified that, as a result of the tenant removing the handle, the fire door was inoperable for several days. The tenant did not submit a repair request or contact the landlord regarding a necessary repair to the fire door.

The landlord testified that the tenant refused to allow the landlords to conduct an annual suite inspection on more than one occasion. The landlord provided undisputed documentary evidence and testimony that the tenant received notice of the inspection but ultimately refused to allow the landlord's representatives to enter the rental unit. At this hearing, the tenant confirmed that he did not let the landlord in for the inspection. The tenant testified that this is the first time he has refused an inspection or the landlord's entrance and that he did so because he was observing a cultural holiday.

The landlord testified that warnings to the tenant in person result in extreme hostility to the staff at the residential premises. The landlord testified that the tenant has been warned regarding his ongoing and disruptive activities at the residential premises including; aggressively approaching other tenant' guests, making his own repairs as described above and refusing to allow access to the rental unit. T

The landlord submitted copies of the warnings that were returned to them from the tenant: these were the same warnings but had handwritten responses written boldly on top of the original warnings. In some responses by the tenant, he directs his message to a specific employee or occupant of the premises: other times, he simply puts an "x" through the page and writes "joke" and "done" or "go to hell". The tenant confirmed that the hand-written notes on the landlord's warning letters were his.

The landlord submits that the tenant often behaves in a threatening to the landlord's staff and to other tenants in the rental building. The landlord refers to the marked up warning letters as an example of his aggressive and angry manner. At this hearing, the tenant stated that he is a good tenant and that he believes the landlord has ulterior motives in evicting the tenant. He stated that he refused the annual inspection because of a week-long cultural holiday. He testified that he sometimes approaches guests to the building to ensure that they are rightfully there – he argued that he is attempting to keep the rental premises safe and secure. He testified that this is also the reason why he fixed the fire exit door.

The landlord's counsel submitted that the tenant's refusal to allow the landlord entry into his rental unit frustrates the landlord's obligation to repair and maintain the residential premises. As well, she argued that the tenants in the building are particularly vulnerable and unduly affected by the tenant's behaviour and actions including threats of physical violence. Finally, the landlord's counsel submitted that the tenant has significantly damaged or put the landlord's property at risk by taking on repairs himself, particularly affecting access to exits or the use of doors within the residential premises.

## Analysis

When a landlord applies to cancel a notice to end tenancy, the burden falls to the landlord to justify their notice to end tenancy, providing evidence of the ground to end tenancy upon which they rely. In this case, the landlord must prove that;

*Tenant or a 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; or*
- *put the landlord's property at significant risk..*

Based on all the documentary evidence and testimonial evidence at this hearing, I find that the landlord has proven that the tenant has both significantly interfered with or unreasonable disturbed another occupant (and the landlord) and that the tenant has seriously jeopardized the health, safety or lawful right of another occupant (and the landlord). I accept the testimony of the landlord that the tenant is threatening and aggressive with the landlord's staff. I rely on the tenant's comments at this hearing with respect to the staff as well as the warning letters that have been marked with the tenant's angry comments as evidence of his behaviour.

I also accept the largely undisputed testimony of the landlord that the tenant has restricted access to fire doors, to his own residence and otherwise taken actions that put the safety of the people in the residential premises at risk. I accept the landlord's testimony, also largely undisputed that the tenant has aggressively approached other occupants and their guests in the residential premises.

At this hearing, the tenant did not dispute the behaviour alleged by the landlord however he attempted explained most of the allegations presented by the landlord. For example, he explained that the actions described above were meant to be helpful by undertaking building repairs and by ensuring the safety of the building by keeping strangers out. However, I find that, while this testimony may be sincere, the tenant has not disputed taking these actions and these actions have resulted in both disturbance and jeopardy to health and safety of the other occupants and the landlord.

I find that, based on the documentary evidence provided for this hearing, the disturbance to the occupants and the landlord (staff and other representatives) has been significant and I also find that the tenant has seriously jeopardized the safety of

the people in the building in that his attempts to repair and tinker have included safety facilities including the fire exit.

In all of the circumstances, I find that the landlord has justified the 1 Month Notice to End Tenancy. Therefore, I dismiss the tenant's application to cancel the Notice to End Tenancy. As the Notice to End Tenancy would have become effective on January 31, 2018, I grant that landlord a 2 day Order of Possession for Cause pursuant to section 55. This tenancy shall end.

This tenant also applied for an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement and for an order allowing the tenant to change the locks to the rental unit and an order to suspend or set conditions on the landlord's right to enter the rental unit. However, since the tenancy has come to an end, I find that the remainder of the tenant's application is moot. I dismiss the tenant's application to set conditions to the landlord's right to enter the rental unit, to change the locks and to comply with the *Act*.

### Conclusion

I dismiss the tenant's application in its entirety.

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 23, 2018

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Residential Tenancy Branch