



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Peace Arch Senior Citizens Housing  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Tenant's application: CNC, MNDCT, OLC  
Landlord's application: OPC, FFL

### **Introduction**

This hearing was convened as a result of cross applications filed by the Parties under the *Residential Tenancy Act* ("Act").

In her Application, the Tenant seeks an order to cancel a One Month Notice to End Tenancy for Cause ("One Month Notice"), an order for the Landlord to comply with the Act, regulation and/or tenancy agreement, and for a monetary order for damage or compensation under the Act.

The Landlord filed a claim for an order of possession for cause and to recover the filing fee for the Application.

The Tenant, E.D., agents for the landlord, D.W, and M.M. ("Agents"), and a lawyer for the landlord, J.K., appeared and gave affirmed testimony. They were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other Party.

As both Parties filed Applications and these were scheduled to be heard at the same time, service of the Applications and Notices of Hearing is not in issue.

I reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch (“RTB”) Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance, the Tenant indicated several matters of dispute on her Application, the most urgent of which is the Application to set aside a One Month Notice. I find that not all the claims on the Tenant’s Application are sufficiently related to be determined during this proceeding. As I said in the hearing, I will, therefore, only consider the Tenant’s request to set aside the One Month Notice, and the Landlord’s Application for an order of possession, and for recovery of the filing fee at this proceeding. Therefore, the Tenant’s other claims are dismissed, with leave to re-apply.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider the documentary evidence to which the Parties pointed or directed me during the hearing.

### Issue(s) to be Decided

- Should the One Month Notice be cancelled or is it valid?
- Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession?
- Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The Parties agreed that the tenancy started on August 1, 2013, with a monthly rent of \$360.00, which is due on the first day of the month. The Parties agreed that the Tenant paid a security deposit of \$350.00. The Parties agreed that the monthly rent is currently \$391.00.

Based on the testimony of both Parties, I find that the Tenant was served with a One Month Notice on February 14, 2019, in person, with an effective date of March 31, 2019. I find that the One Month Notice was on an approved RTB form, with the Tenant’s name, the rental unit address, signed by an Agent for the Landlord, and dated February 13, 2019.

The One Month Notice informed the Tenant that the reason she was served was that she significantly interfered with or unreasonably disturbed another occupant or the Landlord. The One Month Notice also explains the Tenant had ten days to dispute it;

the Tenant applied to cancel the Notice on February 22, 2019.

In the hearing, the Landlord said:

From the outset we want to clarify that [the Tenant] has been in the building since 2013, but since 2016, she has filed seven applications to the RTB. The first was regarding the location of a gazebo in the common area. She complained about people who smoked there.

The second application was over shopping carts being kept in the building, her hydro bill, excessive noise in the courtyard and various rights being violated.

A third application regarded the cost of an electric heater in her bathroom and revisited the issues raised in the previous two disputes.

Those three applications were all dismissed by the RTB.

In a fourth application, [the Tenant] complained about illegal entry, due to an emergency. The arbitrator agreed that it was an emergency and the Landlord was permitted entry; the application was dismissed.

[The Tenant] made a fifth application about a conflict of interest, LED lights being too bright, feeling unsafe, alleging that other tenants had master keys, and again about illegal entry. That application was in May 2018 and it was dismissed in July 2018.

In August 2018, [The Tenant] made an application about the Landlord not abiding by Act, and about [the Tenant] feeling harassed and bullied, similar to the application being brought today. That was adjourned from August to October and again to December. It was ultimately adjourned until March 18, 2019. We attempted to have the matters heard together, but [the Tenant] objected to that. Materials were filed but she ultimately withdrew it four days prior to that hearing.

We're dealing with the same materials today. The Landlord submits that these events in the past 2½ years show significant interference and unreasonably disturbing the Landlord. If this matter were a rental of a regular unit, that would be enough. But this is a seniors' housing, low income residential property, and there are a vast amount of documents before you.

The Agent D.W. explained that it was not just the Landlord who has been unreasonably disturbed by the Tenant, but other residents of the residential property, too. The Agent said that when they were in negotiations with BC Housing and [another seniors' organization], the Tenant "took it upon herself to go as a representative of [the residential property]. She brought 100 applications from [the other seniors' organization] and distributed the applications throughout [the residential property]. "14 of the residents wouldn't be eligible for this other organization and people were in tears, people were angry, people were confused."

The Tenant said:

What happened about the [other seniors' organization] is that there were a bunch of rumours going around and people were unsure about what was going on. On June 28 [D.W.] sent out a notification on the [other seniors' organization]. I found out that anyone on disability and under 60 would not qualify for it, so what I did was I got on the phone to government agencies and the MLA's representative, who talked to BC Housing. In turn, BC Housing called me that what I heard from [the other seniors' organization] was true. Anybody on disability wouldn't qualify. But our rent would not be affected. So in conversations with BC Housing, BC Housing came up with a possible proposal to stay with BC Housing. This was a huge relief to a huge amount of people. The majority of people don't have email or vehicles, so I arranged to get a lot of applications to assist those residents, because [D.W.] said someone would be coming in September to talk to us. I had a conversation with [D.W.] saying that I didn't want to upset anyone.

The Agent D.W. said:

[The Tenant] obtained these applications and acted as a representative. On July 1, I sent out a Messenger [newsletter] stating that we were in the process of negotiating and that we would be looking at things, and if we were going to [the other seniors' organization], we would have a representative come out in September. It was said bluntly to put minds at rest that there didn't appear to be anything happening.

On July 22, I had to come down from Princeton to explain to everyone about the applications [that the Tenant distributed], that they were not to be filled out and not to be used. In our negotiations with BC Housing, we were able to continue on as a full subsidy for people who needed it.

The Agent M.M. said that “after the applications were distributed [by the Tenant] we had numerous calls from the [other seniors’ organization] asking what’s going on and why they were receiving all these applications. If anything were happening with [the other seniors’ organization], it wouldn’t be happening for 6 – 8 months, if it all. They wanted to know who [the Tenant] was and why she was representing herself as a representative of [the residential property].

In reply, the Tenant said: “Absolutely never have I said that I am the representative. In my conversations with the [other seniors’ organization] I found out about qualifications. Not once have I ever said or implied that I am the representative. That is very misleading and not true at all.”

D.W. said that she was approached by other tenants to print off a copy of things they wanted done. “We have 49 signatures on a petition saying that they will not accept [the Tenant] as a representative. On almost all of her emails, she signs herself: ‘[the Tenant’s name] on behalf of the [residential property]’.”

D.W. went on to say:

[The Tenant] has had quite an effect on tenants. They were severely upset. They distributed a petition. 49 tenants have said they did not want her representing them. It has been brought to our attention that [the Tenant] has presented herself as a representative of [the residential property]. She is not to speak or write on our behalf. We have not authorized this woman’s actions.

The Tenant said that with [the other seniors’ organization]:

...it is something that each individual would apply for by themselves. This is an individual thing with tenants and [the other seniors’ organization]. So I want to make it clear, I have never once said that I am the representative. When I found out that I did not qualify, I freaked out. I’m sorry if I ever upset anyone. I have never expressed that I am their representative.

The Agent M.M. said that the Tenant is abusive toward her and D.W., both verbally and in written form. M.M. said:

[The Tenant] continually calls us liars and thieves. Anytime she doesn’t get something or there’s something she doesn’t like, she resorts to abuse – she yells in her emails, calls us narcissistic abusers. She has subjected our caretakers to

profane, abusive language – F-this, F-that. In addition, she calls our caretaker any time day or night. She'll text him at midnight. On February 8, 2019, she emailed our caretaker eight times within two hours demanding an answer. Last Monday – a week ago yesterday, she called him at 8 o'clock at night insisting that he meet her. A week ago today she came into the office calling me a liar; she threw something at [the caretaker].

She also has numerous complaints about her guitar playing; we have had so many negative letters against her, but she doesn't stop. The abuse against the board members and myself is progressing and getting worse. Every email is abusive. She refused to acknowledge that I am not a board member. I am not even to address her at a party to say good evening. We cannot continue on like this. I tried to stay out of her way.

We recently received a letter from one of the tenants saying that the Tenant comes to her suite and wants to talk. The Tenant went on and on ranted about topics - she seems to involve herself in every subject. The other tenant said [the Tenant] overstepped her boundaries. The other tenant said she finally had to say she had a headache and had to leave. She is worried about [the Tenant's] reaction if she is evicted. [The Tenant] has a habit of harming other tenants if they oppose her.

I asked the Parties to summarize their positions and they said the following. The lawyer for the Landlord said:

There is a nine-page index prepared by [M.M] of all the documents, which outlines the amount of correspondence and complaints being put forward in the last couple years [by the Tenant]. She makes constant complaints, all demanding a response by the Board and the Landlord. This is in addition to more than seven complaints to the Residential Tenancy Branch, and interference with BC Housing negotiations for the building.

When you look at this hearing, the documents are substantial; there are over 200 responses from [the Tenant]. It has been requested that communications be just in writing to the Board and not to the caretaker, due to the amount of complaints they're receiving. We have no other issues with anyone else at [the residential property].

BC Housing offered [the Tenant] the option of moving to another building. They

thought this would be an appropriate solution. She declined this offer. She is clearly unhappy with her situation, but the evidence before you meets the bar of significant interference and unreasonable disturbance. And although the issues related to [the other seniors' organization] were a couple of years ago, this behaviour is persistent - bringing complaints about issues that have been dismissed, raising the same issues over and over again. This entails significant resources for the Landlord to respond to these positions. The legal fees alone are close to \$40,000 now, due to the materials submitted and previously adjudicated upon. We need an order of possession to end the tenancy of [the Tenant].

The Tenant's final statement was as follows:

The *Residential Tenancy Act* is there to assist landlords and tenants to know what their rights are. I have the right to speak up for myself and for those who have ask for my help. We need to know and trust that any information coming from the Board is true and that we will be treated fairly and equally. I have never been rude or disrespectful, as you can see by reading any of my emails. As per the *Residential Tenancy Act*, I always request that the Landlord respond by a certain time.

This has been my home - this is my home and why should I be evicted for no just cause or a fabricated, twisted version of what happened? I have documentation of everything I said. They are targeting me because I'm speaking out for my rights and other people's rights. Do not tell me that I don't have the right to speak up and address things. I have an issue with that, and so do a whole whack of other people.

### Analysis

Based on the above, the testimony and documentary evidence, and on a balance of probabilities, I find as follows.

Having reviewed the One Month Notice, I find that it complies with section 52 of the Act, as to form and content.

Section 28 of the Act conveys the right to quiet enjoyment of the rental unit to a tenant. However, the Act also provides that where a tenant unreasonably disturbs "another occupant or the landlord of the residential property" the landlord may evict the tenant

under section 47(1)(d) of the Act. Accordingly, if a landlord and/or occupant of a residential property are unreasonably disturbed by another tenant, the landlord's remedy is to evict the tenant.

Based on the evidence before me overall, including that of the Tenant, I find on a balance of probabilities that the Tenant:

- interfered with the Landlord's negotiations with BC Housing and the other seniors' organization;
- upset, confused and/or made numerous other tenants in the residential property angry by delivering unrequested, unexplained application forms;
- disturbed other tenants by refusing to stop playing guitar, as requested; and
- represented herself as speaking on behalf of other tenants in the residential property on various matters without their permission.

I find that the Tenant has gone beyond what is reasonable in her efforts "to speak out for people's rights", particularly because a significant number of tenants have made it clear with a petition that they do not want her doing this. I find that the Tenant has significantly interfered with and unreasonably disturbed other occupants and the Landlord, as described above.

While the Tenant insists that she has never presented herself as a representative of the tenants in the matters raised before me, I find that her admitted behaviour implies otherwise. I find that the Tenant has taken it upon herself to get involved in matters in which she is not welcome, invited nor belongs.

I find that the Landlord is successful in their Application that the One Month Notice is valid. The Tenant's Application to cancel the One Month Notice is unsuccessful; I, therefore, dismiss the Tenant's Application to cancel the One Month Notice without leave to reapply.

Given that the Landlord is successful, I award them recovery of the filing fee. I authorize the Landlord to deduct the \$100.00 filing fee from the Tenant's security deposit.

### Conclusion

The Tenant significantly interfered with and unreasonably disturbed the landlord and other tenants. As such, I find that the Landlord is entitled to an order of possession of the rental unit effective on April 30, 2019 at 1 p.m. This order may be filed in the British



Columbia Supreme Court and enforced as an order of that Court.

The Landlord is also awarded recovery of the **\$100.00** filing fee and is authorized to deduct this amount from the Tenant's security deposit.

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: April 10, 2019

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Residential Tenancy Branch