



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside a notice to end tenancy for cause. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The landlord was represented by their agents.

As both parties were in attendance I confirmed service of documents. The tenant stated that he had not served a copy of his evidence to landlord and agreed that he had received the landlord's evidence. Accordingly the tenant's documentary evidence was not used in the making of this decision. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

Background and Evidence

The tenancy started on July 15, 2018. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The rental unit is located in a housing complex that accommodates individuals coming from traumatic circumstances including women fleeing abusive situations.

The landlord described multiple events regarding the behaviour of the tenant towards other female occupants. The landlord stated that a female occupant made several complaints against the tenant.

In her written statement, she states that she feels threatened and harassed by the tenant who kicks her door at all hours of the day and night, calls her nasty names and threatens her life and the lives of people who are close to her. She also states that despite the police getting involved, this behaviour continues, and it is affecting her health. The landlord also filed an email from a police officer dated March 07, 2019, suggesting that this female tenant be moved to another floor away from the floor that she and the tenant currently reside on.

The landlord stated that he gave the tenant multiple verbal warnings and finally on April 20, 2019, the landlord served the tenant with a written warning. The landlord stated that despite the written warning which includes the consequences of the tenant's actions if he continues kicking the door, the tenant's behaviour did not change.

The landlord filed handwritten letters from four other tenants that describe the tenant's behaviour as belligerent, slanderous and threatening. The letters are mostly from females. One letter from a male describes an incident that he witnessed where the tenant was extremely abusive towards his female guest. The witness states that if it was not for his presence, the tenant would probably have assaulted the female.

Another resident of the complex who is transgender described the tenant as violent and intimidating. In the written submission the resident states:

"On May 18, I encountered hate, transphobic, verbal and physical assault by a man living at the same floor, I was called bad words and attacked by being pushed roughly in the elevator which caused bruises on my arm and pain that lasted for a few days. The incident made me so afraid and felt threatened and concerned about my own safety"

The landlord stated that in the last three months or so, the police have visited the complex about five times to respond to complaints against the tenant. The landlord also stated that from the onsite office, on occasion he has observed the tenant going in and out of the building up to 20 times in a period of three hours. The landlord stated that the tenant would remain outside for approximately two minutes each time before returning to the building and this behaviour is consistent with drug dealing.

The tenant responded by denying all allegations. He stated that he never once kicked the door of the tenant that complained about him and that except for one time he was not visited by the police at all. The tenant went on to say that most residents like him because he is very polite and well behaved. The tenant did not admit to any wrong doing and did see the need to amend his behaviour.

On May 22, 2019, the landlord served the tenant with a 30-day notice to end tenancy for cause. The effective date of the notice is June 30, 2019. The reasons for the notice are:

The 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
- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

Analysis

In order to support the notice to end tenancy, the landlord must prove the reason for the notice to end tenancy. Based on the documentary evidence of the landlord and the verbal testimony of both parties, I find that the tenant was verbally abusive, intimidating and threatening to other residents of the complex. The tenant was given a written warning and multiple verbal warnings, but the behavior continued after the warnings. The tenant was also served a notice to end tenancy and other incidents occurred after the notice was served on the tenant.

The documentary evidence filed by the landlord fully supports his verbal testimony regarding the complaints and the interactions between other residents and the tenant. The written complaints provide information about incidents that occurred and support the reasons for the notice to end tenancy. Upon careful consideration of the evidence before me I find that the incidents that occurred in the last five months involve behaviour of the tenant that is serious enough to cause the other occupants of the building to voice their concerns in writing.

I further find that by not taking responsibility for any of his actions, the tenant does not intend to improve his behaviour or stop harassing and threatening other residents of the building complex. I find that the landlord has proven that despite multiple warnings, the tenant has continued to engage in activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of the other occupants of the property. Finally, I find that despite having received a written warning, verbal warnings and a notice to end tenancy, the tenant did not change his behaviour and the negative interactions with other residents continued to take place. Therefore I uphold the notice to end tenancy.

Section 55 of the *Residential Tenancy Act* addresses an order of possession for the landlord and 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 find that the landlord served the tenant with a notice to end tenancy that complies with section 52. I have determined that the landlord has proven his case and therefore I have upheld the notice to end tenancy. Under the provisions of section 55, I must issue an order of possession when I have upheld a notice to end tenancy.

Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The notice to end tenancy is upheld and I grant the landlord an order of possession effective two days after service on the tenant.

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: July 11, 2019

Residential Tenancy Branch