



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover the filing fee from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlords were represented by their agent.

As both parties were present service was confirmed. The parties each confirmed receipt of the materials. Based on the evidence I find each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the 1 Month Notice be cancelled? If not is the landlord entitled to an Order of Possession?

Is the tenant entitled to recover their filing fee from the landlords?

Background and Evidence

This tenancy began in July 2018. The current monthly rent is \$800.00 due on the first of each month. The rental unit is a suite in a detached home with 7 other occupants. The occupants each have their own bedroom and share the use of common facilities including the kitchen, bathrooms and laundry.

The landlord issued a 1 Month Notice to End Tenancy dated February 21, 2020 indicating the reason for the tenancy to end as:

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.

The landlord submits that there has been multiple complaints by the other occupants regarding the tenant's behaviour which has escalated over the course of the tenancy. The parties agree that this has been a fraught tenancy with multiple complaints and altercations.

The landlord cites some specific incidents on the 1 Month Notice. They say that on or about November 18, 2019 the tenant played pornographic videos in the common living room to disrupt a gathering hosted by the other occupants, despite verbal requests to not play the videos.

The landlord submits that on or about January 13, 2020 the landlord received a report that the tenant engaged in a hostile interaction with another occupant causing the other occupant to require medical intervention.

The landlord submits that the other occupants have given multiple complaints about the tenant's harassment, verbal attacks and use of disparaging racial slurs against them. The landlord submitted into evidence written complaints by the other occupants and video footage of the tenant's behaviour.

The tenant submits that the other occupants of the rental property are conspiring against him providing false information to the landlord. The tenant submits that they believe one of the occupants is a spy for a foreign nation who manipulates the other occupants. Much of the tenant's written submissions are focused on their belief that there is a wide-spread conspiracy instigated and masterminded by this other occupant who is a spy for a foreign country and seeking to undermine his attempts achievements. The tenant submits that they have received a negative criticism on a public online forum regarding an app they have worked on.

The tenant confirms that there have been altercations with the other occupants of the rental property as they feel they have made disparaging remarks about the nation of Canada, have not spoken English in the common area or have otherwise acted in a

manner they feel is morally suspect. The tenant gave lengthy testimony that the other occupants host frequent parties and cause noise in the rental property disturbing the tenant. The tenant says in both their written submissions and testimony that they feel the other occupants are of poor moral character because of their behaviour.

The tenant confirmed that there was a physical altercation with one of the other occupants but testified that the incident was instigated by the other party and that they acted in self-defence. The tenant submits that they suffered some injuries as well and that any injuries they may have caused are an appropriate proportionate response. The tenant states that they did not flee the scene before authorities arrived but left as they were scheduled to work at that time. The tenant vehemently disputes that they have ever acted violently towards women.

Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove, on a balance of probabilities, the grounds for the 1 Month Notice.

The landlord must show on a balance of probabilities, which is to say it is more likely than not, that the tenancy should be ended for the reasons identified in the 1 Month Notice. In the matter at hand the landlord must demonstrate that the tenant has significantly interfered with or unreasonably disturbed another occupant or they have seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

I find that the landlord has provided sufficient evidence to meet their evidentiary burden. The parties agree that there have been multiple hostile altercations throughout this tenancy and that there was a particular instance where the interaction escalated into physical force. The parties submit that injuries were suffered by the participants of the fight.

The tenant submits that they were the victims of aggression by the other occupant and that they only acted in self-defence. I do not find the tenant's submissions to be particularly credible or sufficient to justify their response. I do not find the description of events by the tenant to portray actions taken in self-defence but rather a series of escalating actions. I do not find the tenant's claim that they had no choice but to fight

back to be reasonable. Even if I were to wholly accept the tenant's version of events I find that the tenant had the simple option of not engaging and extricating themselves from the interaction. I find the tenant's statements to be more consistent with an individual who was engaging in a fight rather than a victim who only employed physical actions in self defence.

I find that the tenant's submissions of their conduct throughout the tenancy portrays someone who blames others for their inconvenience and acts in a manner disproportionate to perceived slights. I find the tenant's accusations that the other occupants are foreign spies or are part of a conspiracy to not be supported in the documentary materials and wholly without merit. I find that the tenant's submissions that the other occupants have hosted multiple gatherings where the noise has disturbed the tenant to be no excuse for their conduct.

Taken in its entirety I find that the evidence of the tenant demonstrates that they acted in an aggressive fashion and either instigated or escalated the confrontation with the other occupant. I do not find the tenant's explanation that the incident was started by someone else to be convincing or sufficiently supported in the evidence. Even if I were to accept the tenant's submission that the other occupant began the altercation, I do not find that the tenant's response to have been proportional, reasonable or justified.

Regardless of whether another party initiated the conflict, escalating the situation through hostile engagement and throwing additional blows is not a reasonable response. I find that engaging in a physical fight is an act that seriously jeopardizes health and safety and is reasonable basis for a tenancy to end.

Furthermore, I find that the landlord's evidence by way of the complaint letters and written submissions of the other occupants to be sufficient to demonstrate that the tenant has engaged in a consistent pattern of behaviour that has caused interference and unreasonable disturbance to the other occupants of the rental property. I do not find the tenant's submissions regarding the behaviour of the other occupants of the property to excuse or justify their conduct.

I find that the landlord has provided sufficient evidence to demonstrate that there is cause for issuing the 1 Month Notice and accordingly dismiss the tenant's application.

Section 55(1) of the *Act* reads as follows:

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 an order of*

possession of the rental unit to the landlord if, at the time scheduled for the hearing,

(a) the landlord makes an oral request for an order of possession, and

(b) the director dismisses the tenant's application or upholds the landlord's notice.

The landlord's 1 Month Notice meets the form and content requirements of section 52 of the *Act* as it is in the approved form and clearly identifies the parties, the address of the rental unit and the effective date of the notice. The notice clearly provides the reasons for ending the tenancy.

The 1 Month Notice is dated February 21, 2020 and was issued prior to the *Ministerial Order M089* issued March 30, 2020 pursuant to the State of Emergency declared on March 18, 2020. Therefore, in accordance with section 3(2) of the Ministerial order and pursuant to section 55 of the *Act*, I find that the landlord is entitled to an Order of Possession.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

I grant an Order of Possession to the landlords effective **2 days after service on the tenant**. Should the tenant or any occupant on the premises 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: May 4, 2020

Residential Tenancy Branch