



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASK Wellness Society
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on March 18, 2020 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a One Month Notice to End Tenancy dated March 13, 2020 ("the One Month Notice").

The Tenant and the Landlord's Agents attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with the *Act*.

Issues to be Decided

1. Is the Tenant entitled to an order cancelling the One Month Notice dated March 13, 2020 pursuant to Section 47 of the *Act*?
2. If the Tenant is unsuccessful in cancelling the One Month Notice is the Landlord entitled to an Order of Possession, pursuant to Section 55 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on October 1, 2017. Rent in the amount of \$455.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$227.50. A copy of the tenancy agreement was submitted in support.

The Landlord's Agents testified that the Landlord served the Tenant in person with the One Month Notice on March 13, 2020 with an effective vacancy date of April 30, 2020. The Tenant confirmed having received the One Month Notice on the same day. The Landlord's reasons for ending the tenancy on the One Month Notice is;

"The Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord."

"Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so."

The Landlord's Agents testified that the Landlord is seeking to end the tenancy in relation to several incidents where the Tenant was verbally abusive and aggressive towards staff. The Landlord's Agents stated that there have been six previous incidents of aggression in which the Tenant was cautioned regarding his behaviour. The Landlord's Agents stated that most recently, the Tenant was involved in a disagreement with a maintenance worker about how a new door should be installed. The Landlord's Agents stated that the Tenant became upset with the maintenance worker, yelling and may have kicked the maintenance workers truck.

The Landlord's Agents stated that the Tenant then proceeded to attend their office and continued to maintain a loud voice, and aggressiveness, and waving his arms regarding his displeasure on how the door was being installed. The Landlord's Agents stated that

the Tenant was asked to leave the office four times before he complied. The Landlord's Agents stated that the Tenant then proceeded to the parking lot where he continued his aggressive behaviour. The Landlord's Agents stated that they called the Police and that an incident report was completed as the staff at the rental property fear for their safety.

In response, the Tenant acknowledged receiving the One Month Notice on March 13, 2020. The Tenant stated that he was cordial with the maintenance worker and that he was merely trying to offer a suggestion as he has 45 years experience building homes. The Tenant denied being aggressive towards the maintenance worker and denied kicking his truck.

The Tenant acknowledged that he attended the Landlord's office to further discuss his concerns regarding the improper installation of the new door with the Landlord. The Tenant stated that he may have been out of breath and is hard of hearing, which is why his voice may have been elevated. The Tenant stated that he did not threaten anyone and that he left the office after being asked to.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

According to Section 47 (1) of the Act, a Landlord may end a tenancy by giving notice to end the tenancy for cause. In the matter before me, the Landlord has the burden of proof to prove that there is sufficient reason to end the tenancy.

The Landlord served the Tenant in person with a One Month Notice to End Tenancy for Cause dated on March 13, 2020 with an effective vacancy date of April 30, 2020. The Tenant confirmed having received the notice on the same date. I find the One Month Notice was sufficiently served pursuant to Section 88 of the Act.

The landlord is seeking to end the tenancy on the basis that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord, as well as for a breach of a material term of the tenancy agreement. During the hearing, the Landlord's Agents outlined several incidents relating to the Tenant becoming verbally aggressive towards staff. The Landlord's Agents outlined a recent incident where the Tenant had a disagreement with a maintenance worker and staff surrounding the improper installation of a new door. While the Landlord's Agents stated that the Tenant

was aggressive and yelling at staff, the Tenant stated that he was only trying to offer a suggestion, denying any aggression or anger towards staff members.

I find that while the Tenant's actions of being verbally aggressive towards staff is inappropriate, I find that the Landlord provided insufficient evidence to demonstrate that the Tenant yelling and become aggressive has significantly interfered with or unreasonably disturbed another occupant or the Landlord, or breached a material term of the tenancy agreement, to the extent that the tenancy should end.

Nevertheless, the Tenant is now warned that this behavior should not continue and that the Tenant should seek to calmly discuss his issues with the Landlord or their agents, rather than react in an inappropriate manner. Increased incidents of this type or any further escalation, may give the Landlord sufficient cause to end the tenancy.

In light of the above, I cancel the One Month Notice, dated March 13, 2020. I order the tenancy to continue until ended in accordance with the Act.

Conclusion

The Tenant's application is successful. The One Month Notice issued by the Landlord dated March 13, 2020 is cancelled. The tenancy will continue until ended in accordance with the Act.

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 14, 2020

Residential Tenancy Branch