



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the “One Month Notice”);

I note that section 55 of the *Act* requires that when a tenant submits an Application 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 section 52 of the *Act*.

The hearing was convened by telephone conference call and was attended by the Tenant, the Tenant’s legal advocate (the “Advocate”), the Tenant’s support person, three agents for the Landlord (M.C., B.P., and M.G.) and a witness for the Landlord, all of whom provided affirmed testimony. The agents for the Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding Package, including a copy of the Application and the Notice of Hearing, and both parties confirmed receipt of each others documentary evidence. Neither party raised concerns about the service or acceptance of the Notice of Dispute Resolution Proceeding Package or the documentary evidence before me for consideration. As a result, I accepted the documentary evidence before me for consideration and the hearing proceeded as scheduled. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

While I have considered all the documentary evidence, submissions and testimony of the parties, not all details of the submissions and arguments are reproduced here. Only

the relevant, necessary, and determinative aspects of the claims and my findings are set out below.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses provided in the hearing.

Preliminary Matters

Although the parties engaged in settlement discussions during the hearing, ultimately a settlement agreement could not be reached between them. As a result, I proceeded with the hearing and rendered a decision in relation to this matter under the authority delegated to me by the Director of the Residential Tenancy Branch (the “Branch”) under Section 9.1(1) of the *Act*.

Issue(s) to be Decided

Is the Tenant entitled to cancellation of the One Month Notice?

If the Tenant’s Application seeking cancellation of the One Month Notice is dismissed, is the Landlord entitled to an Order of Possession?

Background and Evidence

There was no dispute between the parties that a tenancy under the *Act* exists, that the Tenant has resided in the rental unit since November 1, 2010, and that several written tenancy agreements have been entered into since the start of the tenancy. Copies of these tenancy agreements were submitted for my review and consideration.

The agents for the Landlord stated that due to the Tenant’s conduct, and their behavior towards staff, contractors, and other occupants of the building, a One Month Notice was posted to the door of the Tenant’s rental unit on June 25, 2020. During the hearing the Tenant confirmed receipt on either June 25, 2020, or June 26, 2020.

The One Month Notice in the documentary evidence before me is signed by an agent for the Landlord and dated June 25, 2020. The One Month Notice has an effective date of July 31, 2020, and states that the notice has been served because:

- The tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - (iii) put the landlord's property at significant risk;
- the Tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

The details of cause section in the One Month Notice states the following:

The tenant has threatened on multiple occasions the landlords representatives and contractors, employed by the landlord.
The tenant's verbal communications style is aggressive, argumentative and combined with acts of intimidation and bullying.
The landlord has reported several of the tenants actions to VPD and officers have opened active files.
Beside violent harassment, the tenant has illegally obtained a transmitter to the underground parking structure, where he parked multiple vehicles.
Tenant aggressively argued with an individual at the back entrance of the building and assaulted the individual; the tenants dog attacked the individual. Active VPD investigation ongoing.
Even our building has a NO VISITOR policy, the tenant regularly brings in multiple people, some with large dogs and aggressively argues with our security guards.
The landlord has reported several of the tenants actions to VPD and officers have opened active files.

In support of the grounds listed above, the agents provided testimony regarding the following incidents:

- On February 17, 2020, the Tenant cornered a janitor in the underground parking and threatened them to such a degree, that the janitor was scared for their life and terminated their employment with the Landlord;
- On May 29, 2020, the Tenant threatened the agent M.C. in front of the agent B.P., both of whom provided testimony at the hearing, by saying "you are a dead man" and that M.C. was subsequently followed by the Tenant for one block, resulting in a report to the police and a warning letter;
- On June 3, 2020, a person who rents a parking stall at the building was assaulted by the Tenant and the Tenant's dog, resulting in assault charges being filed against the Tenant;
- On June 2, 2020, the Tenant threatened to stab a licensed security guard on the premises and shouted aggressively at two security guards in front of witnesses. As a result, the security company threatened to terminate their contract with the Landlord unless double the number of security guards were employed for each shift.

Further to the above, the agents stated that all of the Landlord's employees and contractors are scared of the Tenant and that the following measures have been taken explicitly as a result of the Tenant's behaviour:

- Security cameras have been installed;
- All employees have been provided with an emergency call button; and
- Both plain cloths and uniformed police officers are involved with and regularly attend the building.

The agents called M.G. as a witness, who stated that they are a security guard employed by the Landlord at the premises where the rental unit is located, and that on or about April 27, 2020, the Tenant threatened to stab them in the stomach as they had made a report to the Landlord's agents regarding unfavorable behaviour by the Tenant.

As a result of the above, the agents stated that the Tenant can no longer be housed by the Landlord and therefore the Landlord is seeking an Order of Possession for the rental unit. As the effective date of the One Month Notice was the same date as the hearing, the agents requested an Order of possession effective one week after service on the Tenant. They stated that although they could request that any Order of Possession granted to the Landlord be effective two days after service, they understand how difficult it can be to move and are therefore willing to allow the Tenant up to one week. Given the severity of the allegations against the Tenant, the agents and the Landlord were unwilling to consider a possession date longer than one week after service of the Order of Possession on the Tenant, should one be granted to the Landlord.

In support of their testimony and the One Month Notice, the Landlord and their agents provided significant documentary evidence for my consideration, including copies of a significant number of warning and other letters sent to the Tenant for the incidents outlined above, as well as other issues and incidents dating back to 2018, copies of incident reports, photographs, and a timeline of incidents.

The Tenant's Advocate argued that as the details of cause section of the One Month Notice outlines what incidents the Landlord is relying on to substantiate the grounds for ending the tenancy set out in the One Month Notice, these are the only incidents that should be considered in assessing whether the Landlord has grounds to end the tenancy as these are the only incidents the Tenant was forewarned of and are therefore the only incidents the Tenant has come prepared to address.

The Tenant's Advocate argued that the details provided in the details of cause section of the One Month Notice are somewhat ambiguous, and that they contain insufficient

detail for the Tenant to have sufficiently prepared for the hearing. The Advocate stated that the threat to the security guard appears to be the Landlord's primary reason for ending the tenancy, and as it was not specifically noted in the details of cause section, it therefore should not be used as a ground for ending the tenancy. They also pointed out that although several references to police files were made, no police records or evidence from the police has been submitted by the Landlord or their agents.

The Tenant disagreed with the characterization of their interaction with the security guard by the Landlord's agents. Although the Tenant acknowledged being angry with the security guard, they denied uttering any threats to them and stated that they apologized to the security guard and have had no other negative interactions with them.

The Tenant and their Advocate denied that the Tenant or their dog assaulted someone authorized to park on the premises, and denied the allegations that the Tenant had illegally obtained a transmitter to the underground parking as alleged in the One Month Notice. Further to this, although the agents did not raise the issue of violation of a visitor policy in the hearing, the Tenant's advocate argued that the blanket prohibition on visitors during the pandemic instituted by the Landlord was in violation of the *Act* and Emergency Order #M089. As a result, the Advocate stated that any violation by the Tenant of this visitor policy, therefore does not constitute grounds for ending the tenancy.

Further to the above, the Tenant's advocate stated that the Tenant has resided in the rental unit for 9 years, largely without incident, and although the Tenant's relationship with the Landlord and their agents has recently become strained, likely as a result of interpersonal conflicts between the Tenant and the agent M.C., the Tenant's mental health worker has offered to be a go-between for the Landlord and Tenant which should alleviate further issues. As a result, the Tenant's Advocate argued that the tenancy should not end as sufficient support and options are available to continue the tenancy with limited direct interaction between the Tenant and the Landlord's agents and stated that the incidents referred to in the One Month Notice, as understood by the Tenant, do not rise to a cause for eviction.

Although the Tenant and their advocate also acknowledged that the Tenant is looking to be re-housed, they stated that this process will take time.

In support of their testimony the Tenant and their Advocate submitted four letters of support/character references from friends and coworkers, as well as the Tenant's mental health worker.

Analysis

As the Tenant acknowledged receipt of the One Month Notice from their door on or about June 25th or June 26th, 2020, I therefore find that the Tenant was properly served with the One Month Notice in accordance with the *Act*. As the prohibition on the issuance of all notices to end tenancy by landlords under the *Act* was rescinded on June 24, 2020, prior to service of the One Month Notice on the Tenant, I find that the One Month Notice was therefore lawfully served.

Although the Tenant's advocate argued that the One Month Notice contains insufficient detail in the "details of cause" section and that the details provided are somewhat ambiguous in nature, I disagree. In reading the details of cause section it appears clear to me that the One Month Notice was served on the Tenant for various reasons, including the utterance of multiple threats to employees and contractors hired by the Landlord, aggressive and intimidating behavior, harassment, bullying, incidents necessitating police involvement, unauthorized access to parking, assault by themselves and their dog, and aggressive interactions with security guards. Further to this, I note that the One Month Notice does not exist in a vacuum, devoid of connection to the interactions the Tenant has had with agents for the Landlord throughout their tenancy. As a result, I find that there was sufficient contextual information, such as the numerous warning letters issued to the Tenant in the documentary evidence before me, for the Tenant to have reasonably know, what incidents the Landlord and their agents were referring to in the details of cause section.

Based on the above, I therefore dismiss the Advocate's argument in this regard and find that the One Month Notice contains sufficient information regarding the grounds for ending the tenancy as required under section 52 (d) of the *Act*. As the One Month Notice is signed and dated by an agent for the Landlord, in writing on the approved form, contains an effective date, and the rental unit address, I therefore find that it complies with the form and content requirements set out under section 52 of the *Act*.

Although the Tenant's Advocate argued that the incident with the security guard should not be used to substantiate the validity of the One Month Notice as it is not explicitly noted under the details of cause section, I disagree. Under the details of cause section it states that the Tenant has made threats to employees and contractors hired by the Landlord on multiple occasions and that the Tenant argues aggressively with security guards. I find this sufficient for the Tenant to have known upon what basis the Landlord was intending to end the tenancy. As a result, I have considered evidence and

testimony in relation to an alleged threat uttered to a security guard by the Tenant in rendering this decision.

Having made these findings, I will now turn to whether the Landlord has satisfied me that they have grounds to end the tenancy under section 47 of the *Act*.

Although three letters were submitted by the Tenant which I would characterize as letters of support and general character references, these letters do not address or speak to the specific incidents cited by the Landlord and their agents for ending the tenancy. As a result, I accept them as evidence of the Tenant's general character and need for stable housing, but find them of little or no value in assessing whether the Landlord has grounds to end the tenancy under section 47 of the *Act*.

Although the Tenant's version of their interaction with a security guard on April 27, 2020, differs from that provided by the agents for the Landlord, the security guard in question attended the hearing and provided affirmed testimony that the Tenant threatened to stab them in the stomach. As the security guard has no vested interest in the outcome of the hearing, I am satisfied that this information is both accurate and reliable. This testimony also aligns with the version of events described by the agents for the Landlord in the hearing and throughout their documentary evidence. Further to this, the Tenant did not deny or refute the testimony of M.C. and B.P. in the hearing that the Tenant threatened and followed M.C.

Based on the above, I am satisfied that the Tenant significantly interfered with or unreasonably disturbed agents for the landlord of the residential property who meet the definition of a "landlord" under section 1 of the *Act*, and seriously jeopardized the health or safety or a lawful right or interest of the Landlord or their agents. Although other grounds were noted on the One Month Notice for ending the tenancy, as I have already found above that the Landlord has grounds to end the tenancy, I have made no findings of fact or law in relation to the other grounds.

As I am satisfied that the Landlord had cause to serve the One Month Notice, I therefore dismiss the Tenant's Application seeking cancellation of the One Month Notice without leave to reapply.

Pursuant to section 55 (1) of the *Act*, the Landlord is entitled to an Order of Possession for the rental unit. As per the request of the agents for the Landlord in the hearing, and given the nature and severity of the issues, the Order of Possession will be effective seven days after service on the Tenant.

Conclusion

The Tenant's Application seeking cancellation of the One Month Notice is dismissed without leave to reapply.

Pursuant to section 55 (1) of the *Act*, I grant an Order of Possession to the Landlord effective **seven (7) days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: August 14, 2020

Residential Tenancy Branch