



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Victoria Cool Aid Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for an order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55.

The tenant attended the hearing with an advocate, IM. The landlord was represented at the hearing by an administrative property manager, KV ("landlord"). As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Application for Dispute Resolution and the tenant acknowledged service of the landlord's evidence. Both parties stated they had no concerns with timely service of documents.

Issue(s) to be Decided

Should the landlord's notice to end tenancy for cause be upheld or cancelled?

Background and Evidence

At the commencement of the hearing, pursuant to rules 3.6 and 7.4, I advised the parties that in my decision, I would refer to specific documents presented to me during testimony. In accordance with rule 7.14, I exercised my authority to determine the relevance, necessity and appropriateness of each party's evidence.

While I have turned my mind to all the documentary evidence, including photographs, diagrams, miscellaneous letters and e-mails, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of each of the parties' respective positions have been recorded and will be addressed in this decision.

The landlord gave the following testimony. The rental unit is located in a supportive housing facility that caters to tenants with mental health issues and/or addictions.

Clients with mental health concerns are referred to their housing society to be housed, but these clients are still required to abide by the *Residential Tenancy Act* and the tenancy agreement.

The tenancy began with this tenant on November 1, 2014 and a copy of the tenancy agreement was provided as evidence. The tenant pays a subsidized portion of rent in the amount of \$375.00 per month.

On December 8, 2020, the landlord served the tenant with a One Month Notice to End Tenancy for Cause (“notice”) by attaching it to the tenant’s door. The tenant does not dispute receiving it on that day. The landlord testified that there were two reasons specified for ending the tenancy on the notice, however only one is being pursued for this hearing. The landlord does not allege an unreasonable number of occupants in the tenant’s unit.

The reason for ending the tenancy is as follows:

the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

Under “details of cause”, the landlord writes:

Tenant constantly changes his apartment door lock without the permission of the Landlord as he believes his unit is being entered illegally but person or persons unknown. Tenant is very volatile and often conducts himself inappropriately towards other tenants and staff including false accusations and threats of bodily harm. The Landlord has tried to support the tenant regarding these issues but the tenant is uncooperative & combative. Other tenants do not feel safe and the situation is worsening daily.

The landlord testified that the tenant has changed his locks several times without the landlord’s permission. He has also interfered with the locks the landlord has installed and demands the staff review surveillance cameras to see if anyone has entered his unit. When the landlord says nobody has entered his unit, the tenant becomes belligerent and threatens the landlord’s staff with bodily harm. Other tenants are afraid to walk by the tenant’s door.

The tenant frequently loses his keys and gets mad at the staff when he can’t access his unit or assist him in getting in. The landlord provided maintenance logs of damages and repairs to the tenant’s suite from August 2018 to November 2021 to corroborate their

allegation of the tenant unreasonably disturbing the landlord. The landlord also provided copies of invoices for repairs made to the tenant's locks and the landlord's request for reimbursement.

In evidence, the landlord provided log notes and maintenance logs regarding the tenant's locks and keys. Excerpts from exhibits A, B and F from landlord's submissions are amalgamated below chronologically.

- On October 26, 2018, the tenant wanted his lock changed because he thinks someone gave away a key to his apartment.
- May 16, 2019, the tenant wanted another lock change because he thinks someone stole his keys.
- October 9, 2019, the landlord replaced the tenant's self-installed lock with a landlord mastered lock.
- On July 13, 2020, the tenant sought staff assistance in finding his key, but the staff did not have access to the tenant's suite because the tenant changed the locks himself.
- July 16, 2020, the tenant sought new lock or a plate to be installed on the outside so nobody can jimmy their way in.
- On September 11, 2020, the tenant came to the office telling the staff that he needs a drill to open his door as his key is missing. He advised he will call a friend with a drill to open it and at 1:22 a.m. the tenant was observed waiting outside his unit waiting for the friend with a drill.
- September 11, 2020 at 4:13 P.M., a locksmith was called to fix the lock as the tenant drilled it out the night before. The tenant was uncooperative with the staff and the locksmith, making threats of violence *"in hopes of getting evicted"*. The tenant was calmed when the police were called to *"create a safe working condition"* for the locksmith.
- On September 25, 2020, the tenant grew belligerent with the staff over lost keys.
- On November 9, 2020, staff had to let the tenant into the building because he lost his key and the tenant threatened the staff member by *"showing the staff member what not being polite was"* when the staff told the tenant to be polite.
- November 17, 2020, the tenant cannot access his unit because he changed his lock again. The landlord did not have a key to the lock as the tenant self-installed it.
- On December 2, 2020, the tenant accused the staff of entering his suite and showed the staff member a miniature camera he reportedly found in his suite.
- On December 5, 2020, the tenant demanded the staff *'run the cameras'* to see who stole money from him. When the staff asked for a time frame, the tenant

became livid, swearing and threatening to harm the staff member while on the street.

- On December 5, 2020, the tenant sought to exchange his extra suite door key for a front door key to be able to access the laundry room.
- On December 8, 2020, the tenant was given another front door key and a suite key after the staff noted a guest of the tenant had left the tenants suite earlier that morning, locking the door with a key before leaving.

The landlord submits there are three layers to the reasons for ending the tenancy. The first layer is tenant's trouble in keeping track of where his keys are. He gives his keys to others and forgets either who has them or where he put them. Second, the tenant comes to staff with concerns about people going into his suite. When the staff review the video surveillance and tell the tenant that nobody has entered his suite, the tenant becomes belligerent and threatens the staff. Third, the tenant takes it upon himself to change the locks himself and the landlord doesn't have keys to open his door, causing the tenant to become frustrated.

The landlord testified that there are other issues concerning the tenant's behaviour that significantly interferes with or unreasonably disturbs other occupants and the landlord. Specifically, the landlord testified that on February 27, 2020, a staff member saw the tenant carrying a concealed knife on him in the building. The landlord sent the tenant a caution notice notifying the tenant that weapons are not permitted, and the concealed weapon is a ground for an immediate termination of the tenancy.

The tenant's advocate gave the following submissions. The reason for ending the tenancy as noted in the landlord's notice to end tenancy is because *the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord*. The reasons provided and the testimony in support of the reasons are incongruous. While it is possible the landlord may have provided evidence to support ending the tenancy for other reasons under section 47, the "*unreasonable disturbance or significant interference*" reason provided does not fit.

The tenant is within his rights to request keys and has paid for both replacement keys and charges for locksmiths. The tenant made multiple requests for lock changes before doing so himself. Issues of damage to the unit or property was not noted as a reason for ending the tenancy on the notice.

The tenant has an admitted mental illness and that is why he is living in the supportive housing facility. He has anxiety, depression, social anxiety disorder, ADHD and antisocial personality disorder. He admits to shouting when he gets frustrated and attributes it to his social anxiety disorder. As a facility housing people with mental health issues, it's the landlord's duty to accommodate the tenant and his disorders.

The tenant's advocate argues that in the landlord's notice to end tenancy, under "*details of cause*", the landlord failed to provide dates/times and names of persons involved. It also omits what, where and who caused the issues. The advocate submits that without the specific details provided, the tenant was unaware of the case being made against him. In the logs, the landlord does not indicate to whom the threats are made; making it impossible for the tenant to refute the claims without specifics.

The tenant denies any assault allegations. No witness was called to provide evidence regarding the assault made against them. The concealed weapon (knife) allegation is also denied, and the advocate questions how anybody saw the weapon if it were, in fact, concealed.

Analysis

I am satisfied the tenant was served with the One Month Notice to End Tenancy for Cause on December 11, 2020, three days after it was posted to his door on December 8th in accordance with sections 88 and 90 of the Act. The tenant filed to dispute the notice within the required 10 days, on December 18, 2020.

If the tenant files the application, the landlord bears the burden to prove he or she has valid grounds to terminate the tenancy for cause. 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 reason identified in the Notice. In this case, the landlord must provide sufficient evidence to prove *the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord*.

It's important to note the use of the words significantly and unreasonably in the reasons for ending the tenancy. The *Residential Tenancy Act* has used this strong wording to ensure that landlords can only end the tenancy if the issues with the tenant are significant and unreasonable.

The landlord provided detailed log reports of instances where the tenant had either lost his keys, accused others of accessing his unit, changed the locks on his door and made

threats to the staff working in the building. The landlord has also provided what I would consider to be satisfactory evidence that the tenant made irrational demands upon the landlord to provide photographic or video evidence of other people entering his unit. Neither party provided satisfactory evidence to prove to me that the tenant's demands were ever warranted.

Second, I find the tenant had, on at least one occasion, changed the locks to his rental unit without the landlord's consent, causing the landlord to hire a locksmith to change the lock back to one that the landlord had a master key for. Changing a lock to a rental unit is specifically prohibited by section 31(3) of the Act.

Lastly, the tenant was witnessed by a staff member carrying a concealed weapon into the building on February 27, 2020. I accept the staff member's log notes as a truthful account of the incident. I find the knowledge that the tenant has carried a concealed weapon into the building would at the very least significantly interfere with or unreasonably disturb the landlord or other occupants of the building.

Given the multitude of times the tenant made demands and requests upon the landlord, and due to the threats made to the staff as recorded in the logs, and the evidence of the concealed weapon, I find the landlord has provided sufficient evidence to satisfy me the tenant has unreasonably disturbed the landlord.

I have considered the tenant's advocate's submission that the landlord failed to provide dates/times and names of persons involved and also omits what, where and who caused the issues under the "details of cause" in the landlord's notice to end tenancy. I find that the landlord provided specific details of the events in their evidentiary materials well enough in advance of the hearing to allow the tenant to adequately respond to the allegations for the hearing.

I reject the advocate's argument that the landlord is duty bound to provide this tenant with special accommodations due to his mental illnesses. I find that the landlord is obligated to balance the tenant's interests with their competing obligation to provide housing for all of the residents and a safe working environment for the staff. Despite any admitted mental illness he suffers, the tenant's demands upon the landlord to incessantly provide the tenant with keys, supply him with unsupported evidence of people entering his unit and change his locks significantly disturbed the landlord.

For the reasons stated above, I uphold the landlord's One Month Notice to End Tenancy for Cause on the grounds of significant interference or unreasonable disturbance to the landlord.

Section 55 of the Act states that 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 the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have reviewed the landlord's notice to end tenancy and find it complies with the form and content requirements as set out in section 52. The effective date stated on the notice to end tenancy has passed. Therefore, I grant the landlord an order of possession effective two days after service upon the tenant.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in 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: March 18, 2021

Residential Tenancy Branch