



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRIGHTSIDE COMMUNITY HOMES FOUNDATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Code: CNC

Introduction

The tenant disputes a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to section 47(4) of the *Residential Tenancy Act* (“Act”).

Counsel for the landlord along with an employee of the landlord attended the hearing on September 27, 2021 at 1:30 PM. The tenant did not attend the hearing which ended at 1:40 PM. Counsel confirmed that the landlord’s evidence was served on the tenant.

Issue

Is the tenant entitled to an order cancelling the Notice?

Background and Evidence

The tenancy began on March 1, 2018 and monthly rent is \$320.00. The landlord collected and currently holds a \$160.00 security deposit. A copy of the written tenancy agreement was submitted into evidence.

Landlord’s counsel submitted that the Notice, a copy of which is in evidence, was served to the tenant in person on March 25, 2021. Page two of the Notice indicates that the reasons for the Notice being given are that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, the tenant has seriously jeopardized the health or safety or law right of another occupant or the landlord, and that the tenant put the landlord’s property at significant risk.

Below, in the “Details of Cause(s)” section of the Notice, is a lengthy and detailed summary of the incidents which lead to the Notice being issued. The reasons are as follows (excerpts below are reproduced from landlord’s counsel’s written submission):

- [Tenant] has repeatedly confronted and verbally abused tenants. His behaviour is aggressive, inappropriate and unpredictable
- The Tenant has previously threatened (verbal abuse and sexual harassment) female staff via email and voicemail. The Tenant continues to interfere with residents of the building as well as onsite workers.
- In May 2021, the Tenant approached [L.K.], a tenant of the building and made her feel uncomfortable. [L.K.] has provided a statement.
- On May 11, 2021, the Tenant accosted [L.G.]. [L.G.] has provided a statement outlining the event. [L.G.] indicates she is afraid and considering moving out of the building because of the Tenant's behaviour.
- On May 17, 2021, [L.G.] was again accosted by the applicant. [L.G.] states the Tenant moved towards her and ordered her to "stay right there" outside of the building. She fled down Kingsway and reports that the Tenant followed her.
- In June and August 2021, the Landlord was informed that workers had been threatened by the Tenant. The workers continuing with required projects have communicated to the Landlord that they are uncomfortable and may refuse to complete the project if the Tenant's threatening behaviour persists.

Significant additional documentary evidence, including written statements made by the persons referred to above and who were directly affected by the tenant and his behavior, were submitted and considered in respect of the landlord's application.

Analysis

In residential tenancy disputes where a tenant applies to dispute and cancel a One Month Notice to End Tenancy for Cause, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the Notice is based.

The grounds on which the Notice are based on subsections 47(1)(d)(i) through (iii), inclusive, of the Act which states that a notice may be issued when

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;

Based on the evidence, I am persuaded that the tenant has repeatedly acted in a repugnant and reprehensive manner that satisfies all three of the grounds listed in subsections 47(1)(d)(i), (ii), and (iii) of the Act. And so, after taking into consideration all the oral testimony and documentary evidence before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving the grounds on which the Notice was given. Accordingly, the tenant's application is dismissed without leave to reapply and the Notice is upheld.

Pursuant to [section 55\(1\)](#) of the Act, having dismissed the tenant's application and having found that the Notice complies with section 52 of the Act, the landlord is thus granted an order of possession of the rental unit.

Conclusion

I HEREBY:

1. dismiss the tenant's application without leave to reapply; and,
2. grant the landlord an order of possession, which must be served on the tenant and which is effective two days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

This decision is final and binding and is made on delegated authority under section 9.1(1) of the Act.

Dated: September 27, 2021

Residential Tenancy Branch