



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNC**

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (“Act”) for orders as follows:

- cancellation of the landlords’ One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47

Both parties attended the hearing with the landlord represented by agents IF and AW. The tenant LB appeared for himself along with a witness LE. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

Both parties confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The tenant confirmed receipt of the One Month Notice dated October 28, 2022 with an effective date of November 30, 2022. Pursuant to section 89 of the Act the tenant is found to have been served with this notice in accordance with the Act.

The parties each testified that they received the respective materials. The tenant stated that he did not receive the landlord’s materials within the 14-day time frame required in the RTB Rules of Procedure. RTB Rules of Procedure 3.15 states in part:

the respondent’s evidence must be received by the applicant and the Residential Tenancy Branch not less than seven days before the hearing.

Based on the testimony of the parties, I find each party duly served in accordance with sections 88 and 89 of the Act.

Issue(s) to be Decided

1. Is the One Month Notice valid and enforceable against the tenant? If so, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy commenced June 15, 2020. Rent is \$320.00 per month due on the first day of the month. No security deposit was paid. The tenant still occupies the rental unit.

The landlord testified that the residential property in question is subsidized independent living housing provided for people over the age of 55 or having a disability. Many of the residents are elderly. The landlord stated that there have been multiple instances of the tenant verbally abusing staff and other occupants by swearing, name calling and acting aggressively. The landlord related an incident that occurred on April 14, 2022 involving another occupant where the RCMP attended. While the police were present the tenant threw another occupant's cell phone and was subsequently taken into custody and charged.

The landlord also related a number of incidents where the tenant swore at staff and was verbally aggressive. The landlord provided multiple witness statements in evidence from staff. At one point a staff member filed a workplace safety incident as she felt unsafe around the tenant. The staff member's office was moved outside the rental property, and all staff were instructed to only attend the rental property in pairs. Security was also hired. All of these actions were taken due to the tenant's behaviour.

The landlord testified that another occupant related an incident in October 2022 where the tenant was verbally aggressive and made her feel unsafe. The landlord stated that the occupants of the rental property do not wish to complain as they fear retaliation from the tenant. As a result of the complaints from staff and concerns from other occupants, the landlord served the One Month Notice. The One Month Notice was provided in evidence.

The tenant admitted the substance of most of the incidents, including the April 14, 2022 incident, however provided an explanation for his behaviour concerning his role as the head of the tenants' association and that he felt his duties in that role required him to take action, and his comments were perhaps inappropriate but nonetheless truthful. He denied yelling at staff or making them feel threatened. He explained that he was

frustrated in dealing with the landlord in his capacity as head of the tenants' association. He further testified that he recognized that he has anger management issues which have caused some of his behaviour. He testified that while some of the evidence the landlord provided regarding the incidents is correct, he felt that the incidents were exaggerated.

### Analysis

The landlord served the One Month Notice for the following reasons:

- ☒ Tenant or a person permitted on the property by the tenant has (check all boxes that apply):
- ☒ 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.
  - ☐ put the landlord's property at significant risk

I have considered all the relevant evidence provided by both parties. It is not disputed by the tenant that these incidents occurred. The tenant however states:

- He did not yell in the incidents
- He did not make employees of the landlord feel unsafe
- A number of the incidents occurred because the tenant was attempting to fulfill his duties as president of the tenants' association
- He has anger management issues
- His verbal comments that the landlord characterized as abusive were truthful comments nonetheless

I find, based on the evidence that the tenant's behaviour unreasonably disturbed both the landlord and other occupants of the rental property. It is not in dispute that this rental property has elderly persons as its occupants. The tenant's behaviour caused the landlord to remove their employees from the workplace, attend only in pairs, and hire security staff. While the tenant states that his actions did not make anyone feel safe, the landlord's response to his actions establish that the tenant's actions were enough of a safety concern that significant steps had to be taken by the landlord to protect both the landlord and the occupants of the rental property. The incidents described by the landlord are significant in terms of a disturbance caused to both the landlord and the other occupants. The tenant admits the incidents occurred but has minimized his behaviour and provided justifications for his actions.

I find that the evidence of the landlord, both from staff witness statements and statements of other occupants establishes that the tenant's behaviour significantly disturbed the landlord and other occupants of the rental property. While the tenant feels that his behaviour was exaggerated by the landlord and was justified based on his duties as president of the tenants' association, I do not agree. I find based on the landlord's evidence that they have accurately characterized the tenant's behaviour and based on the facts as related by the landlord, I find that the tenant unreasonably disturbed both the landlord and other occupants of the rental property.

I dismiss the tenant's application disputing the One Month Notice.

The One Month Notice meets the form and content requirements of section 52 of the Act. Section 55 of the Act requires me to issue an order of possession in favour of the landlord if the One Month Notice meets the form and content requirements of section 52 of the Act and if I dismiss the tenant's application. As section 55(1) of the Act is satisfied, the landlord is entitled to an order of possession effective January 31, 2023.

### Conclusion

The landlord is granted an order of possession which will be effective January 31, 2023 at 1:00pm. The order of possession must be served on the tenant. The order of possession may be filed in 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: January 17, 2023

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Residential Tenancy Branch