



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on September 8, 2022, seeking to dispute the One-Month Notice to End Tenancy for Cause (the “One-Month Notice”).

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on January 26, 2023. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

Both parties attended the hearing. At the outset, the Tenant set out that they provided the Notice of Dispute Resolution Proceeding in person to the Landlord on September 24, 2022. They provided further evidence to the Landlord on January 10, 2023. The Landlord confirmed they received this material from the Tenant.

The Landlord provided their evidence to the Tenant on January 17, 2023. The Tenant noted this was the last day the Landlord could provide material with respect to the Branch’s timeline for a respondent’s evidence. The Tenant acknowledged they received this material on that same day in the evening.

With disclosure confirmed by both the Landlord and the Tenant, all evidence submitted by the parties receives my full consideration herein.

Issues to be Decided

Is the Tenant entitled to a cancellation of the One Month Notice pursuant to s. 47 of the *Act*?

If the Tenant is unsuccessful in their Application, is the Landlord entitled to an Order of Possession pursuant to s. 55 of the *Act*?

Background and Evidence

Neither party presented a documented tenancy agreement. The Tenant described the tenancy as starting “close to 6 years ago”, which the Landlord here confirmed. Both parties confirmed the rent amount of \$450.

The Tenant resides in one room of a 47-room rooming house. The Tenant shares a bathroom and a kitchen with other building residents.

The Landlord signed the One-Month Notice on August 31, 2022. They served this to the Tenant, in person, on the following day.

On page 2 of the document the Landlord indicated the following reasons for ending the tenancy via the One-Month Notice:

- Tenant . . . put the landlord's property at significant risk
- Tenant has not done required repairs of damage to the unit/site.

The Landlord provided the following details on the form:

This Tenant has a hostile and adversarial attitude towards the management. [They refuse] to allow me access to [their] room to perform the repairs ordered by our city inspector. [Their] refusal to allow a plumber to repair caused excessive damage to the business below. [They've] said [they plan] to be as much trouble as possible in the future and that I'd better evict [them] if I want it to stop.

In the hearing, the Landlord presented the following:

- around one year ago the Tenant “started to be a problem” after the Tenant’s friend’s tenancy ended
- this included slamming doors, yelling, and screaming
- the Tenant would not allow the Landlord access to see inside their room at the rooming house – a city inspector who did manage to look inside the unit around one year prior noted a smashed light switch
- when a sink backup occurred in four units, the Tenant remained inside their unit, not allowing access to the Landlord, “bashing at the door”, and “screaming”, expecting the Landlord to go away
- the Tenant would not allow the plumber to have access to their unit, but then requested a plumber’s attendance the next day

- the Tenant entered a neighbouring unit, and removed a piece of that resident's sink, informing that other resident that they were helping the plumber
- more recently, the Tenant "did his best to destroy Christmas" and challenged the Landlord to a fight, then retreated to his room and showed the Landlord a weapon, with repeated door slamming
- the Tenant defaced Christmas decorations with an informational poster about legal aid.

The Landlord attended with three witnesses, who each presented the following:

- the assistant property manager attends on units in the building around 3 times per day, from September 2021 they received frequent calls every day for demands to "clean the place" repeatedly. The Tenant is always accusing the caretaker of stealing things. The Tenant also was together with another resident who made this witness' job more difficult because that other resident did not receive the job that this witness now holds. This witness also commented on the Tenant not allowing the plumber to enter the unit when it was necessary, forcing the Landlord to use their own key to enter the unit. (In response to this testimony, the Tenant pointed out that none of this witness' statements referred to what was indicated on the One-Month Notice.)
- Another resident spoke to what they observed as "some very negative behaviours in the kitchen/common areas". There is "consistent negative gossip" engendered by the Tenant here" with a "conspiracy against [the assistant property manager]" – this was a desire by the Tenant here to create more messes, which was intimidating behaviour.
- The third witness resides in the hallway across from the Tenant. They briefly spoke to the "Tenant slamming doors quite a bit". They find the Tenant to be "very negative and abrupt, not appropriate to be staying in this quiet building." (The Tenant responded in the hearing by saying they did not know who this particular witness was.)

In the hearing, the Tenant responded to specific points in what they heard from the Landlord and the witnesses.

- the light switch in question never had a cover, and they brought this up with the city inspector whose entry they allowed
- the plumber has, in fact, entered the Tenant's room as needed – they disputed that they did not allow the plumber to enter, and the plumber did enter on February 4, 2022
- they were helping their neighbour when entering their unit to unplug the sink
- the Tenant themselves presented that they were the subject of the assistant building manager's accusations of theft, accused of stealing cleaning supplies – this prompted

the Tenant's call to police, who attended and told the one witness not to talk to the Tenant anymore

- they are looking at living arrangements elsewhere, because the living situation in the current rental unit has become "intolerable"
- the Landlord's past allegations of unpaid rent "points to a pattern".

The Tenant attended the hearing with an advocate, who provided also that the situation really is just that the Landlord "appears to just not like the Tenant". This is "just friction" and not a cause for eviction. The Tenant advocate also presented that the Landlord offers cash to other building residents in exchange for statements assisting in ending this tenancy.

The Tenant also reiterated that they have lived in this unit for six years, with their rent always paid. They are in good standing with their neighbours and have been putting up with some "pretty relentless harassment."

Analysis

The *Act* s. 47(1) sets out each subsection that the Landlord indicated on the One-Month Notice as reasons for ending the tenancy.

In this matter, the onus is on the Landlord to prove they have cause to end the tenancy. The Landlord spoke to the reasons in oral testimony and attended with witnesses who also spoke of their first-hand observations of, and experiences with, the Tenant here.

I assign more weight to the testimony from three witnesses, and the Landlord, in which each of them described inappropriate behaviour from the Tenant in different circumstances. This included day-to-day living in the rooming house, a special holiday event, and special situations involving maintenance. In each of these types of situations, I find the testimony on record as credible, standing as first-hand accounts of their negative interactions with the Tenant. The Tenant's denials and statements in the hearing did not carry as much weight, as evidence, against the witness' statements that were based on their recollections of their interaction with the Tenant.

This is not a typical type of tenancy, with each resident having exclusive access to their own rental unit and never having to share space or other resources with any other resident. Rather, there is a community element to the living arrangement here, and from the testimony of the second witness who attended, I find there is an added element of cooperation and a necessity for good relations to foster and grow. This is a situation with vulnerable residents in

the building, and day-to-day living requires appropriate comments and behaviour, and constructive actions.

I find the testimony in the hearing shows the Tenant acting in opposition to the efforts of the Landlord, staff, and other residents in this rooming house. I find the description of the first and second witnesses are credible evidence of behaviour that lies on a spectrum of behaviour, tilting toward the negative, even toward bullying and harassment, both in day-to-day operations, and special situations requiring cooperation and assistance.

Unfortunately, and what I find most telling in the position of the Tenant here, was their accusation in the hearing (via their advocate) that the Landlord paid the other residents/staff to craft evidence or statements for this hearing. I find this is an example of the behaviour that the Tenant engages in, destructive and negative in its connotations in any context. This accusation I find without merit, making it more likely than not that the Tenant here has not received the signals others are sending on their behaviour, and this pattern of behaviour will continue. I find, categorically and definitively, that this equates to interference, or unreasonable disturbance, to the Landlord and other occupants. This is, as the Landlord described on the One-Month Notice, the Tenant's "hostile and adversarial attitude" that the Landlord set out on that document as a reason for ending the tenancy.

It is not hard for me to conclude that this Tenant has and would, more likely than not, interfere when incidental matters occur, such as the need for repairs or plumbing. The combination of the Landlord's indications of risk to the property, and required repairs (which actually amount to allowance of entry to their unit for these repairs), and the Landlord's details on the One-Month Notice were supported by the testimony in the hearing.

In accordance with this, I find the One-Month Notice is valid, and the tenancy will end for this reason. I find the combination of disturbance with the Landlord, and the more serious incidents of interference and intimidation with the other residents and staff constitute valid reasons for the Landlord to end the tenancy.

I find the One-Month Notice issued by the landlord on August 31, 2022 complies with the requirements for form and content set out in s. 52 of the *Act*.

The *Act* s. 55(1) states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application is dismissed or the landlord's notice is upheld, the landlord must be granted an order of possession if the notice complies with all the requirements of s. 52 of the *Act*. By this provision, I find the Landlord here is entitled to an Order of Possession.

Conclusion

Under s. 55(1) of the *Act*, I grant an Order of Possession effective two days after service of this Order on the Tenant. Should the Tenant fail to comply with this Order, the Landlord may file this Order of Possession with the Supreme Court of British Columbia where it will be 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 s. 9.1(1) of the *Act*.

Dated: February 3, 2023

Residential Tenancy Branch