



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC

Introduction

On November 1, 2022, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”).

Both the Tenant and the Landlord attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

The Tenant advised that the Landlord was served the Notice of Hearing package, and some evidence, by placing it in the Landlord’s mailbox on November 19, 2022. The Landlord confirmed receipt of this package on or around that time and stated that he did not have any position with respect to how this package was served. While this Notice of Hearing package was not served in a manner in accordance with Section 89 of the *Act*, as the Landlord did not take issue with it, I am satisfied that the Landlord was duly served the Tenant’s Notice of Hearing package.

The Tenant then advised that he served additional evidence to the Landlord on or around March 5, 2023, by email; however, he did not have consent to exchange documents by email. The Landlord confirmed that he received the Tenant’s evidence,

although he stated that it was placed in his mailbox. Regardless, he did not have any position with respect to how or when this evidence was served. While this evidence was served late, and not in accordance with the timeframe requirements of Rule 3.14 of the Rules of Procedure (the “Rules”), as the Landlord did not take issue with it, I have accepted all of the Tenant’s evidence and will consider it when rendering this Decision. The Tenant was cautioned though that links to online dropbox documents will not be viewed or considered.

The Landlord advised that his evidence was served to the Tenant by email on March 1, 2023, but there was no consent to exchange documents by email. The Tenant confirmed that he received this package on March 2, 2023, and stated that he did not have any position with respect to the manner with which this evidence was served. As this evidence was served in accordance with the timeframe requirements of Rule 3.15 of the Rules, and as the Tenant did not take issue with how it was served, I have accepted all of the Landlord’s evidence and will consider it when rendering this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution 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 complies with the *Act*.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord’s Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on February 1, 2014, and that the rental unit was the lower suite, so the Style of Cause on the first page of this Decision has been amended accordingly. While neither party could remember how much rent was currently per month, they agreed that it was due on the first day of each month. As well, they also agreed that a security deposit of \$412.50 was paid. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

The Landlord advised that the Notice was served to the Tenant by attaching it to the Tenant's door on November 1, 2022. Clearly the Tenant received this Notice as he indicated as much in his Application, and he disputed the Notice within the legislated timeframe. The Tenant confirmed that he understood that this Notice was for him, and that it was for the rental unit that he lived in, despite the address being incorrect on the Notice. The reason the Landlord served the Notice 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 effective end date of the tenancy was noted as December 31, 2022, on the Notice.

The Landlord then testified that the Notice was served to the Tenant because of his conduct during the tenancy. He stated that the Tenant has been accusing other residents of the property of being "predators", and that whenever the Tenant hears a noise in the rental unit, he will retaliate against other residents of the property. He submitted that on October 15, 2022, the Tenant confronted one of the other residents on the property by pounding on her door and accusing her of being a predator. He referenced an email from this person, and one from her son, corroborating this incident. He stated that she contacted the police, that they contacted the Tenant, and that there are multiple police reports against the Tenant. He advised that she is afraid to go outside, and into the garden due to the Tenant's unnerving behaviour.

In addition, he testified that the Tenant has accused the police, other neighbours, and social workers of being predators as well, and that they are all colluding against him. He referenced the Tenant's documentary evidence, where the Tenant acknowledged suffering from mental health issues, and that he was no longer welcome at the subsidy

assistance office because of his conflict with them. He submitted that he reached out to the Tenant's social worker because of his outbursts of turning up his music and banging on the walls in retaliation, and he stated that the social worker indicated that he was no longer assisting the Tenant due to a "falling out". He testified that he would attempt to talk to the Tenant when he received complaints from other residents of the property; however, he stated that the Tenant would downplay the nature of the incidents described.

He then advised that even though the Tenant has lived in the rental unit since 2014, he stated that the Tenant's demeanour changed after a Christmas dinner in 2020 between all of the residents of the property. He submitted that the Tenant's behaviour has become increasingly problematic since. He testified that the former resident above the Tenant would complain about the Tenant turning his music up extremely loudly and would also bang on the ceiling, for which the Tenant acknowledged doing. He stated that he served a previous One Month Notice to End Tenancy for Cause due to this behaviour; however, that notice was cancelled in an August 2022 hearing as it was determined to be invalid due to the lack of details of dispute indicated on that notice. He referenced the Tenant's own documentary evidence that confirms the Landlord's allegations of the Tenant's behaviour are true, and describes the Tenant's perspective of why he is behaving in the manner that he is. As well, he reiterated that much of the Tenant's actions and behaviours are due to the Tenant believing that other people are predators, and that the other residents of the property are intentionally making noises designed to aggravate him. He also referenced a document submitted by his son, who recently moved into the unit above the Tenant's rental unit, which outlines the difficulty that they are already experiencing with the Tenant.

The Tenant confirmed that an issue arose out of a Christmas dinner in 2020 involving all of the residents of the building, and that in January 2021, he attempted to warn the upstairs resident of an issue of another resident in the building being an alleged "predator". However, he claimed that this person was in "denial" of the issue that the Tenant was suggesting because she did not realize the situation at the time. He testified that this person called the police on him, and he confirmed that he discussed this incident with the officer. Although, he stated that this officer was also a "predator". In addition, he acknowledged that he had been seeing a counsellor, but this person was abusive to him and was a "predator" as well. He testified that his social workers have admitted to being "predators, but not in explicit ways".

He stated that after he attempted to warn this other resident in January 2021, she would engage in “psychological warfare” by stomping or bashing the floor. He acknowledged that he did not realize that it was not appropriate to retaliate, and that “responding in kind was not the way to go”. However, he submitted that he stopped retaliating in this manner shortly after dealing with the police on or around July 19, 2021. Regardless, he stated that after this, the “attacks didn’t stop”, that the people upstairs would stomp on the floor and would simultaneously follow him to different areas and replicate the same noises upstairs that the Tenant would make downstairs. For example, he testified that he would hear the upstairs residents place a cup on a counter after the Tenant did the same thing, or he would hear a chair creak after the same noise occurred in the rental unit. As well, he stated that the upstairs residents would intentionally play the same type of music that the Tenant would play. He advised that he had many conversations with the Landlord about these experiences, but it was his position that the upstairs resident would make noise intentionally, and then complain when the Tenant would retaliate. In essence, the people upstairs would complain to the Landlord that the Tenant was making noises that they themselves were making first.

With respect to the other issue that the Landlord raised, he advised that he would attempt to discuss his personal circumstances with other people, and that he has personally identified many people that he has encountered to be “predators”. He admitted that when he engages in this type of conversation with people, it makes them uncomfortable.

He confirmed that he confronted another resident of the property at their unit on October 15, 2022, but he then contradictorily stated that this person happened to be in the driveway instead when he approached him. He acknowledged that he attempted to engage in a conversation with this person about his beliefs of people being “predators” and that he was trying to assist this person. However, he testified that this person did not want to engage in this conversation and pushed him. The Tenant acknowledged that this push was “understandable” because he confronted this person bluntly, and he admitted that the manner with which he approached this situation was wrong.

He testified that this person then ignored him and went into his residence, but left the door open. So, the Tenant proceeded to follow this person in an attempt to reengage in this conversation, but this person slammed the door in the Tenant’s face. He advised that he subsequently knocked on the door, that this person asked what he wanted, and the Tenant acknowledged that he was “unintentionally being a dick” to this person. However, it is his position that he was simply trying to save this person from another

person that he has identified as a “predator”. He referenced his documentary evidence which outlined his beliefs and rationale for determining that the many people he has encountered in his life are “predators”, which in turn justified his actions.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 52 of the *Act* requires that any notice to end tenancy issued by the Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

I have reviewed the Landlord’s One Month Notice to End Tenancy for Cause to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. I am satisfied that the Notice meets all of the requirements of Section 52.

I find it important to note that the Landlord may end a tenancy for cause pursuant to Section 47 of the *Act* if any of the reasons cited in the Notice are valid. Section 47 of the *Act* reads in part as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(d) the tenant or a person permitted on the residential property by the tenant has

(ii) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

I also find it important to note that when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. Given the contradictory testimony and positions of the parties, I may also turn to a determination of credibility. I have considered the parties’

testimonies, their content and demeanour, as well as whether it is consistent with how a reasonable person would behave under circumstances similar to this tenancy.

When reviewing the totality of the evidence, the consistent and undisputed testimony before me is that the Tenant was upset with some information that he was told, and that he intentionally went to confront another resident of the building about this. His actions in this instance caused that resident to believe it was necessary to call the police. Moreover, the Tenant acknowledged that he then intentionally engaged in an interaction with another resident of the property on October 15, 2022, with the purpose of discussing the same matter with this person regarding his belief about “predators”. While it was evidently clear to him that this person did not want to engage in this conversation, there is no dispute that the Tenant deliberately continued to press the matter by hounding this person based on the Tenant’s belief that his efforts were helpful, as opposed to antagonistic. However, I find it important to note that the Tenant confirmed during the hearing that his approach was wrong and that he admitted he was “unintentionally being a dick” to this person.

Given my assessment of these incidents, I am satisfied that these situations were borne out of the intentional decision made by the Tenant to initiate an interaction with these other residents about his own beliefs. While it appeared as if he believed his actions was justified because he was attempting to “help” them, I note that the police were called in the one instance, and the other resident clearly demonstrated that they did not want to engage in the conversation with the Tenant. Yet, the Tenant continued to attempt to interact with this person. In my view, it is apparent that the Tenant, more likely than not, approached these unsuspecting parties in a confrontational, aggressive, and hostile manner at their place of residence, and would not relent from imposing his belief on them.

Based on the evidence before me, while the Tenant was of the impression that he was helping these people, I find that there is a clear pattern of unacceptable and inappropriate behaviours exhibited by the Tenant. I am satisfied that the Tenant engaged in this antagonistic demeanour, with a clear intent to deny these people any privacy until he received his desired outcome. Regardless of the Tenant’s own justification for his actions, this is clearly not an acceptable manner with which to interact with other residents.

In turning my mind to the Landlord’s other allegation that the Tenant would intentionally make excessive noises in the rental unit to antagonize other residents, I note that the

Tenant acknowledged engaging in these behaviours, but justified them as retaliation. While the Tenant claimed that he had stopped this behaviour since July 19, 2021, I do not find the Tenant's testimony to be reliable. It is clearly evident by the Tenant's testimony, and the evidence before me, that the Tenant believes there is justification for his actions and then responds in a manner that is not appropriate or acceptable.

I note that the salient issue that I have to consider here pertains to whether or not the Tenant behaved in a manner that justified service of the Notice. Based on my assessment of the evidence presented, I prefer the Landlord's evidence on the whole as it is consistent with the Tenant's admitted testimony that the manner with which he elects to deal with his frustration or beliefs is in either a combative or confrontational manner. I find the testimony and evidence from the Landlord to be more credible and reliable than that of the Tenant.

Ultimately, I find it more likely than not that the Tenant's inappropriate and malicious actions are more plausible and consistent with the Landlord's evidence. I am satisfied that the Tenant has purposefully engaged in unnecessary, unacceptable, aggressive, and belligerent behaviours that are wholly inexcusable. While the Tenant may have justified in his own mind why he chose to behave in the manner that he did, it is evident that the Tenant's approach to dealing with his concerns resulted in him jeopardizing his own tenancy. As such, I am satisfied by the Tenant's actions that the grounds for ending the tenancy have been substantiated.

As the Landlord's Notice is valid, and as I am satisfied that the Notice was served in accordance with Section 89 of the *Act*, I uphold the Notice and find that the Landlord is entitled to an Order of Possession under Sections 47 and 55 of the *Act*.

The effective end date of the tenancy of December 31, 2022, on the One Month Notice to End Tenancy for Cause, is changed to the nearest date that complies with the law. Since that effective date has passed, I grant the Order of Possession effective **two days** after service of this Order on the Tenant.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution without leave to reapply. Furthermore, I grant an Order of Possession to the Landlord effective **two days** after service of this Order on the Tenant. Should the Tenant fail to comply with this Order,

this Order may be filed 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: March 16, 2023

Residential Tenancy Branch