



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNC, PSF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel One Month Notice to End Tenancy for Cause, (the “Notice”) issued on December 7, 2022, and to provide services required by the tenancy agreement or law.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

I have amended the style of cause on the covering page of this decision to show the landlord named in the tenancy agreement and Notice and not the landlords agent.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice. The balance of the tenant’s applications is dismissed, with leave to reapply should the tenancy continue.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord) has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Should the Notice issued on be cancelled?

### Background and Evidence

The tenancy began on March 1, 2021. Rent in the amount of \$420.00 was payable on the first of each month. The tenant paid a security deposit of \$187.50.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on January 31, 2023. A copy of the Notice was filed in evidence.

The reason stated in the Notice was that the tenant has:

- | 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

The landlord testified that the tenant continues to be abusive and be aggressive towards the staff, even after receiving multiple warning letters, with a final warning given on November 24, 2022.

The landlord testified that just 10 days after the tenancy started there were already issues the tenant's and of the tenant's guest behaviour. One incident the tenant's guest pulled the fire alarm and on another incident the tenant's guest through paper on fire into the hallway. The landlord stated and the tenant was issued warning letters.

The landlord testified that in June and July 2022, the tenant would send them threatening emails. Filed in evidence are emails. I only refer to the July 25, 2022, emails as it is threatening.

The July 25, 2022, email reads as follows:

I want to fucking stab some people I fucking hate this country kill small children fuck if I dont get money today I'm going to fucking kill someone I hate this country for putting me in hospital I better get my disability tax credit or someone's getting murdered I won't get in much trouble i know that

The landlord submits that on November 22, 2022, there was an incident with the tenant who was swearing and yelling at staff member, saying "I'm coming in bitch" and calling the staff member a "fucking goof" and later when riding the elevator, the tenant was stating to another staff member "shut up and don't talk to me goof" and began to posture. The landlord stated that on November 24, 2022, the tenant was given a final warning letter.

The landlord testified that on December 2, 2022, the tenant was abusive and threatened their staff, calling them horrible names and threatening the staff that they would choke them once outside.

Filed in evidence is case notes of an employee of the landlord dated December 2, 2022, the name of the employee has been vetted. The details are as follows:

approximately 17:00 hrs, tenant exited the elevator on the 3rd floor and started to complain quite loudly to [REDACTED] who was seated at the desk. Writer and co-worker [REDACTED] were in the kitchen at the time and could not hear what ZP was saying. Writer and [REDACTED] came out of the kitchen and [REDACTED] tried to engage with ZP who said "what's your fuckin problem bitch, shut the fuck up". He continued to threaten [REDACTED] and said, "Do you wanna go? I'll fuckin do you!" At this point another tenant [REDACTED] witnessed the incident and told ZP to quit bullying the staff, at which point ZP said to [REDACTED], "who the fuck are you, you wanna go, I'll fuckin do you too!!" [REDACTED] quickly exited the 3rd floor. Two tenants were seated at the computer during this time, [REDACTED] and [REDACTED] who did not move or engage with ZP. Writer crossed the floor and did not engage with ZP but ZP said to writer in passing, "what the fuck are you looking at, I'll fuck you up". Writer got a closer look at ZP when passing by and noticed that he was red in the face, his eyes were wide and he was sweating and posturing very aggressively. Writer went behind the desk and called 911 on personal cell. ZP was on the other side of the desk yelling and slamming his hand down on the counter and also pounding his fist. Writer went through the second secure door into the hallway next to the copier to better hear the 911 operator. Writer was explaining the situation and had to go back out to the desk to retrieve ZP's file. At this point ZP had already exited the floor by way of the elevator. 911 operator had no record on ZP and writer then realized that the spelling was wrong on CAMS and pulled his file from the filing cabinet. Writer then called security to ask them to check the cameras to see where ZP was in the building and security said that ZP got off the elevator on 13 which is the floor he lives on. Given the correct spelling 911 responded very rapidly and security called up to the 3rd floor to say that 2 police were coming up to debrief with staff. At this point, ZP was being questioned downstairs by police. Tenants [REDACTED] and [REDACTED] were quite shaken up and told staff this. Writer cautioned them to remain on the 3rd floor, which had already been locked down by security. Two plainclothes police arrived and spoke with writer and co-staff. Police told us that unless we wanted to press charges, that they had nothing to hold him on. They also said that ZP had calmed down considerably when he saw police on the scene and had promised to stay in his room for the remainder of the evening. At this point staff all agreed that what ZP needed was to speak with his mental health team and not be put in jail. Police then left and shortly afterward Manager [REDACTED] arrived on the 3rd floor and sent staff home for the remainder of the shift.

Filed in evidence is a copy of the incident report of SM an employee of the landlord, who described details of the incident as follows:

It was reported to this writer by ~~Dionne~~ and ~~Glen~~ that ZP came onto the 3<sup>rd</sup> floor around 5pm. ZP was yelling ripped a complaint form off the wall. ZP started to yell at staff who were behind the bridge. ZP was calling staff names such as bitch and cunt with array of curse words attached. ZP then asked staff to "go outside". Staff asked ZP if he was asking them for a fight. ZP responded with a "Yes". Staff then asked ZP to leave the floor. ZP told staff that he would wait for them outside and choke them. Another tenant yelled at ZP to stop bullying staff. Staff then called VPD.

Police arrived on scene shortly after. Police advised ZP to not leave his apartment. ZP agreed.

The landlord testified that they sent the tenant a letter on December 7, 2022, and the Notice informing them that they would be ending the tenancy. The landlord stated that on December 10, 2022, they had a meeting with the tenant and at that time they were called a "fucken bitch, fucken idiot, a retard and stupid".

The landlord stated that they cannot continue the tenancy because it is unfair that their staff are being abused and threatened, even after the Notice was issued the tenant's behaviour continued.

Filed in evidence is an email dated January 9, 2023, the tenant wrote to the landlord SM the following;

These staff here are the biggest pieces of shit! The black guy at the front desk really its all of them except the white people and Asian guy you need to FIRE these people they are such fucking goof pieces of shit they wouldnt let me get my clothes on the third floor cause the elevater locked off I've had help with that before and it was literally a few minutes after I called the third floor and said can I get my clothes quickly THESS PEOPLE ARE SCUM BAG PIECES OF SHIT! they don't DESERVE TO WORK HERE HOW DARE THEY TREAT ME LIKE THAT CAUSE THEY DONT LIKE ME THOSE GOOFS they are the biggest scummy fucks I've wver met reay anyone is better I WILL TAKE YOU TO COURT AND MAKE THIS PLACE LOOK JUST SO SHAMEFULL you will look just terrible as a manager FIRE THE STAFF I SAID THEY HAVE NO RIGHT NOT TO LIKE ME AND TREAT ME LIKE THIS

The tenant testified that the landlord is lying about the incident of December 2, 2022. The tenant stated they went downstairs to talk to a staff member, and they were not listening to them, which was weird, and it got on their nerves. The tenant stated that they were angry when they went to talk to the staff member, and due to the staff members behaviour it even made them angrier.



The tenant's advocate submits that the case incident report of December 2, 2022, does not indicate that there was a threat to choke a staff member. The advocate that using foul language is not seriously jeopardize the health or safety of an occupant or the landlord.

The witness AL testified that they are the social worker for the tenant and that they were transferred to another health team in March 2023, and the tenant is now receiving additional support that was not originally provided. AL the tenant is monitored daily, and their medication has been changed, which they believe was part of the tenant's issue.

The witness MP testified that they are the father of the tenant. MP stated that they are concern for their child as their child has struggled with mental health issued for 15 years. MP stated that they try to be supported by contacting their child daily; however, it normally is weekly.

The witness MP testified that they visit their child on a weekly basis, and they are always told by the staff their everything is just fine. MP stated that they were surprised to hear of these issues, and they would have expected the landlord to contact them so they could assist their child.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy. I find the Notice complies with section 52 of the Act.

I have considered all of the written and oral submissions submitted at this hearing; I find that the landlord has provided sufficient evidence to support the reasons within the Notice

In this case, I accept that the tenant has metal health challenges. However, that does not give the tenant the right to verbal abuse the staff or make threats.

I do not accept the tenant's evidence that the landlord is lying about the incident of December 2, 2022. The tenant clearly indicated that they were angry before they even spoke to the staff member and were even angrier after their conversation. This leads

me to believe the tenant behaviour did unreasonable disturb the landlord and other occupants. I find it highly unlikely that 911 would be called for the tenant not doing anything. This does not have the ring of truth. I find the tenant did unreasonably disturb the landlord and other occupants who witness this incident.

Further, the tenant behaviour continued even after the Notice was issued as on December 10, 2022, the tenant was again calling the landlord foul names. It is unreasonable that a landlord or their staff would be further subject to verbal abuse. This constitutes an unreasonable disturbance.

Furthermore, on January 9, 2023, the tenant behaviour continued by writing offensive emails to the landlord. This continue behaviour clearly supports the landlord's version.

While I accept the tenant has recently transferred to a new health team; however, the tenant has not taken any responsibility for their action, simply said the landlord is lying. As there were two additional incidents of abuse to the landlord or their staff after the Notice was issued. I find I must uphold the Notice.

I find the Notice is has been proven by the landlord and is valid and enforceable.

Therefore, I dismiss the tenant's application to cancel the Notice. The tenancy will in accordance with the Act. At the hearing the landlord indicated they would give the tenant until May 31, 2023, to vacate the premises. I find that is reasonable and for the sole benefit of the tenant obtaining additional accommodation.

I find that the landlord is entitled to an order of possession effective **May 31, 2023, at 1:00 P.M.** This order must be served on the tenants and may be filed in the Supreme Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Further, if the tenant interferes or unreasonable disturbs the landlord or their staff, by yelling, calling them inappropriate names this could give the landlord's grounds to end the tenant pursuant to section 56 of the Act.

### Conclusion

The tenant's application to cancel the Notice, is dismissed. The landlord is granted an order of possession.

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: April 21, 2023

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Residential Tenancy Branch