



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed September 29, 2022, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause, issued on September 27, 2022 (the "Notice").

The hearing of the application occurred over two days, November 21, 2022 and March 30, 2023. Both parties called into the hearings. The Landlord appeared on her own behalf. The Tenant also called into the hearing and was assisted by their friend J.B.

The parties were cautioned that private recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of this requirement and further confirmed they were not making recordings of the hearing.

The parties agreed that all evidence that each party provided had been exchanged. The Tenant took issue with the lack of numbering on the Landlord's evidence which I found to be of no consequence to the issues before me. No other issues with respect to service or delivery of documents or evidence were raised. Not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter—Date and Delivery of Decision

The hearing of the Tenant's Application concluded on March 30, 2023. This Decision was rendered on May 11, 2023. Although section 77(1)(d) of the *Residential Tenancy*

Act provides that decisions must be given within 30 days after the proceedings, conclude, 77(2) provides that the director does not lose authority in a dispute resolution proceeding, nor is the validity of the decision affected, if a decision is given after the 30-day period.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

Residential Tenancy Branch Rules of Procedure—Rule 6.6 provides that when a tenant applies to cancel a notice to end tenancy the landlord must present their evidence first as it is the landlord who bears the burden of proving (on a balance of probabilities) the reasons for ending the tenancy. Consequently, even though the Tenant applied for dispute resolution and is the Applicant, the Landlord presented their evidence first.

The Landlord testified that she purchased the home in late 2020. The tenancy began with the previous owner and continued when she became the owner. The rental unit is a basement suite in a three unit home. The Landlord confirmed that she owns all three units and rents all the units out to different tenants.

The Landlord issued the Notice on September 27, 2022. The Notice was posted to the Tenant's rental unit door on September 27, 2022. The reasons cited on the Notice were that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord and has seriously jeopardized the health or safety or lawful right to another occupant or the landlord.

The Landlord stated that there were problems with the Tenant from before she purchased the property. She was informed that the previous owners tried to evict him as well.

The Landlord stated that during her time as Landlord she has received constant complaints from those living in the rental building, as well as third parties such as contractors and delivery people who have had negative dealings with the Tenant. She also stated that the Tenant is so problematic that she has had two families move out of the rental building as their children are afraid of him and two tenants have also threatened to take her to the Residential Tenancy Branch as they believe that she is not

protecting their right to quiet enjoyment. She stated that the other occupants claim that the Tenant is aggressive, threatening, racist and sexist. In support of her request to end the tenancy she provided written statements from current tenants, former tenants, as well as from third parties who have had personal dealings with the Tenant.

The Landlord confirmed she has personally had similar interactions with the Tenant. She stated that the Tenant has been directly aggressive, racist and sexist towards her and her husband. She noted that her husband is black, and the Tenant has complained about his work stating that it is of “poor quality” because he is of colour.

In terms of the Tenant’s aggression, the Landlord stated that she has been informed by tenants and occupants of the building that the Tenant will confront them, scream and curse at them and threaten them, either directly or through the walls.

In support the Landlord provided letters and emails detailing interactions others have had with the Tenant. Including:

- an email dated October 29, 2022, from the Tenant S.E. who described his interactions with the Tenant and writes that the Tenant accosted B. in the street and called her a “dumb woman” and told her that “he’s got a good five letter word to describe her”.
- An email from the tenant R.E. dated September 24, 2022 who writes that “[the Tenant] complained that we sent over a “transvestite sex worker to harass him”. Further, R.E. writes that “[the Tenant] called me a bitch, a dumb woman, told me he how much he hated me (this was our first time speaking-he usually always talks to S. so I’m not really sure what I’ve done to upset him so much), constantly pointed out that it must be due to a cultural difference that I’m not seeing his side of this, and told me he hopes to never wants to see my face...”
- An email from the tenant D.G. dated November 7, 2022 in which she also details her experiences with the Tenant, and which included the following:

“He has also made me uncomfortable with comments around me regarding other men wolf whistling at me, sexual innuendo towards my mother, racist remarks, and homophobic comments directed at our neighbour, S.

The possible fallout of this letter was enough for me to hesitate in writing this. I'm worried what his actions might be towards me, whether he should win or lose this arbitration. This uncertainty and safety concern have let my partner, A. and I, to question whether we feel safe enough to stay in our home."

The Landlord also submitted a note on file from a furniture store employee in which that person wrote of their dealings with the Tenant as follows:

"B. (the Tenant) called in to store after having fridge delivered to him Aug 7th that he is trying to do a door convert and he is saying the instructions are wrong and that he was actually drilling into the fridge to make new holes...B. is not the customer he is a renter and is very angry and violent...please do not deal with B. only the homeowner M."

The Landlord stated that contractors will not work at the house because of how aggressive and racist he is towards them. In support she provided an email from the contractor wherein the contractor wrote as follows:

"Although I did very little work on his suite at that time, B. managed to have several run ins with myself and my sub contractors. The plumber and electrician on my crew now refuse to work at that property because B. was so aggressive and crazy he would swear at them for doing their job. He would scream profanities and racist slurs at the guys on my crew who some of them are from the Middle East. He accused one of my guys of stealing the mail. He would call my electrician gay and all sorts of things my electrician was extremely upset and refused to go back to the house..."

I made the mistake of giving B. my number when I first started on the project in case he had any questions or concerns, but he called me so many times every single day to complain and yell at me about the most random stuff and call me awful names that I tried my best at ignoring but eventually had to block his number..."

She also noted that the Tenant records people when they come to the property. She noted that he has a sign that says "do not knock" on his door and at one time a cleaning person, who identified herself as A. got confused and knocked on his door. He

confronted her in a racist and aggressive manner as evidenced in the video he provided to the Landlord which the Landlord said the Tenant provided this video to her as he believed it showed him behaving in a calm manner. This video was provided in evidence before me and which the following exchange occurs:

[Tenant]: "Do you speak English?"
"Do you speak English?"

[A.]: "yes"

[Tenant]: "oh you can speak English?"

[A.]: "I speak three languages"

[Tenant]: "Uh fan fu*king fantastic"

[A.]: "Hi I'm [A.] Nice to meet you I'm here to do some cleaning. I know it says not to knock but my employer didn't give me a number to call. Like usually in the notes"

[A. motions to Tenant videoing the interaction]

[A.]: "Sorry. I don't understand. Why are you recording me?"

[Tenant]: "Because you can't read English"

[A.] "I knocked at the front door"

[Tenant] "What does it say"

[A.]: "I know it says not to knock but"

[Tenant]: "What did you do?"

[A.]: "I knocked on the door"

[Tenant]: "And you wonder why I am filming you?"

[A.]: “because of all the other idiots who knocked on it?”

[Tenant]: “Exactly”

[A.]: “But...I feel very uncomfortable”

[Tenant]: “You should feel uncomfortable. Because you have made me feel uncomfortable. Because you are an idiot, like the hundreds of idiots who came before you.”

[A.]: “So you don’t need a cleaner today?”

[Tenant]: “No please. I’ve changed my mind.”

[A. then walks away and gestures to the Tenant].

The Landlord stated that she has tried to work with him, but it is getting worse, and she can no longer continue with this tenancy as it is negatively affecting all other occupants in the rental building. She stated since serving the Notice, two other tenants, S. and R., moved out because of the conflict with the Tenant.

During the initial hearing the Tenant advised he was on the list for assisted suicide and simply wished to stay in his unit until that date. In response the Landlord stated that she was aware the Tenant was looking to end his life and has made that clear to her since 2020. She stated that while she feels bad for him, she can no longer have him as a tenant because the situation is so intolerable.

On his Application for Dispute Resolution the Tenant wrote that the Landlord’s claims on the Notice were a complete fabrication. During his testimony before me the Tenant reiterated this belief and stated that the Landlord’s allegations were completely baseless and concocted from August to September of 2021.

The Tenant further testified that prior to this he had a great relationship with the Landlord and that she had relied on him to fix the property and sent him supportive emails confirming their good relationship. He stated that when he revoked his services in January of 2022 their relationship changed.

The Tenant also stated that there are hundreds of deliveries to the rental building as the other tenants were consumers and had regular deliveries. He made a bold sign telling people not to come to his door, yet they continued to come to his unit. The Tenant confirmed that there are no numbers on the doors such that he is regularly disturbed.

The Tenant also stated that the other renters had manufactured complaints against him to conspire against him and to have him evicted.

In response to the statements provided by the other renters the Tenant stated that everyone was lying, except the person from the furniture store. He claimed that he "gave the guy an earlobe". He stated that he was very upset, but he was not angry and violent over the phone.

The Tenant stated that the Landlord and the other tenants created a false narrative. He claimed that his relationship with the other tenants was good, such that they celebrated birthdays and exchanged Christmas gifts but that this all changed as a result of "cancel culture" and a Coup d'etat.

The Tenant also stated that the young couple/tenants in the basement bought a house and left because of issues with the house, and their own home purchase, not any dealings they had with him.

He also claimed that that this is a "forced roommate situation" due to the lack of house numbers and shared laundry and which makes it difficult for the tenants to get along.

The Tenant claimed he has lived congenially with others and he tried to have the tenants in the basement divert their deliveries and to use the laundry room efficiently but that everyone else is secretly conspiring with the Landlord. He stated that the other tenants were abusing their laundry privileges as a device to torment him.

In terms of the Landlord's claim that he has been racist towards the Landlord's husband he responded that there was no statement from her husband I.E. to support this allegation.

In response to the Landlord's claim that "dozens of tradespeople have been chased off", the Tenant says that this was also a lie. He stated that there is no evidence to support the Landlord's claim that there were such tradespeople such as contracts for employment or invoices.

Analysis

Ending a tenancy is a significant request and must only be done in accordance with the *Act*. In this case the Landlord seeks to end the tenancy for cause alleging that the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- Seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

In the details of cause section the Landlord informed the Tenant that she sought to end his tenancy due to multiple instances of aggressive behaviour with other tenants in the building, their guests, as well as contractors working on the property.

I am satisfied, based on the evidence before me, that this tenancy must end for the reasons cited in the Notice. There is no doubt this tenancy has become unworkable. The evidence confirms the Tenant is in conflict with other occupants and third parties and that his behaviour has significantly interfered with and unreasonably disturbed other occupants.

In support of her request to end this tenancy the Landlord provided numerous letters and emails from current and past tenants, as well as communication from a contractor, and a cleaning company. Each of these statements/documents detail unpleasant interactions with the Tenant where he is described as being aggressive, racist and confrontational. These emails are consistent in their description of the Tenant's behaviour and interactions with others.

The Tenant claims the Landlord's allegations are a complete fabrication. He says that he had a good relationship with others at the rental building as well as the Landlord until he discontinued his services and two sets of tenants conspired to have him evicted. The Tenant further stated that everyone was lying, except a furniture store employee.

The Tenant submitted a large amount of evidence which he says shows that at all material times he had a good relationship with others. He notes that he helped them with their vehicles, exchanged Christmas gifts and other pleasantries and that the

allegations are simply fabricated. He claims that his interactions were positive until such time as two separate tenants conspired with the landlord to evict him.

In such cases where a Landlord is attempting to end a tenancy for cause, it is very common for the parties' version of events to be divergent. It can be difficult at times to reconcile these differences. When it is not possible to prefer the evidence of one party over the other the party who bears the burden of proof fails.

In this case I have the sworn testimony of the Landlord and the Tenant as well as numerous statements from current and past tenants as well as third parties. While generally more evidentiary weight is to be given to affirmed testimony than to statements filed by either party, I find the Landlord's evidence to be more compelling. Where her evidence conflicts with the Tenant's I prefer her evidence. I found the Landlord to be forthright and genuine in her testimony. Conversely, I found the Tenant to be combative and evasive.

Rarely, but at times, there is a "needle in the haystack", some irrefutable evidence which supports one parties version of events. In this case, I find the video submitted by the Landlord showing the Tenant's interaction with A., the young woman who attended the rental property as a cleaner to be so compelling as to warrant ending this tenancy. This video was provided by the Tenant to the Landlord as he believed it showed him reacting reasonably. As he is filming the interaction, presumably he is on his "best behaviour". Even if that is not the case, the contents of the video are disturbing. The Tenant speaks to A. in a racist and insulting manner and is entirely inappropriate with her. The Tenant's behaviour in this video is consistent with the description of his behaviour in the emails and statements filed by the Landlord and which support a finding that the Tenant unreasonably disturbs others.

While there may have been a time in the past when the Tenant got along with others in the rental building, that time has long passed. The Tenant claims it is a result of "cancel culture" and a conspiracy to have him evicted. I am not persuaded such an agenda exists. Rather, I find that the current situation has been created by the Tenant's aggressive, racist, and inappropriate behaviour towards others. Unfortunately, the Tenant appears to have no insight into the effect his behaviour has on others.

As discussed during the hearing, the lack of unit numbers on the doors has created some conflict, particularly during the most recent years when occupants have

increasingly relied on online deliveries. However, this does not excuse the Tenant's behaviour towards others.

I find that the Land has met the burden of proving that this tenancy should end for the reasons set forth in the Notice.

The Tenant claimed that he has made a request for assisted suicide. The Landlord indicated that she was aware of this as the Tenant informed her in 2020 of his intentions. While this is unfortunate, I find this is not a relevant consideration in whether this tenancy should end for the reasons set forth in the Notice.

Section 55 of the *Residential Tenancy Act* provides in part as follows:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have reviewed the Notice and confirm it complies with section 52 of the *Act*. Consequently, and as I have dismissed the Tenant's claim, the Landlord is entitled to an Order of Possession effective May 31, 2023. The Order must be served on the Tenant and may be filed and enforced in the B.C. Supreme Court. The Tenant is reminded that any costs incurred by the Landlord to enforce the Order of Possession may be recovered from the Tenant on further application by the Landlord.

Conclusion

The Tenant's request to cancel the Notice is dismissed. The tenancy shall end, and the Landlord is granted an Order of Possession effective 1:00 p.m. on May 31, 2023.

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: May 11, 2023

Residential Tenancy Branch