



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes OPC, CNC, OLC

Introduction

This hearing was re-convened after the issuance of a September 19, 2025, interim decision and dealt with the Landlord and Tenant's Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

The Landlord applied for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act

The Tenant applied for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Tenant S.R. attended the hearing for the Tenant.

Landlord representative M.T. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord and Tenant acknowledged service of the other parties Proceeding Package and were duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

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Preliminary Issue – Severing

The following issue was severed at the outset of the hearing and is dismissed with leave to reapply:

- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Residential Tenancy Branch Rules of Procedure, Rule 6.2, states that if, in the course of the dispute resolution proceeding the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss this issue identified in the application with leave to reapply as this matter is not related. Leave to reapply is not an extension of any applicable time limit.

Issues to be Decided

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on April 30, 2021, with a monthly rent of \$375.00, due on the first day of the month, with a security deposit in the amount of \$187.50.

According to Landlord representative M.T., the Landlord served the Tenant with a One Month Notice on August 11, 2025, by posting it on the door to his residence. A copy of the notice was submitted as evidence which indicates the following ground for ending the tenancy was selected:

- 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 redacted Details of Cause section reads as follows:

Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.

Details of the Event(s):

S■■■■, R■■■■, L■■■■ N■■■■ H■■■■ S■■■■ has made the decision to end your tenancy. Your continued sexual and threatening comments to our staff are unacceptable. Very recently, on August 9th, 2025, it was reported to me that you came into the lobby and engaged with our female staff very inappropriately and made comments that "they are your wife" and that they "are so beautiful". You also made a threatening comment that "I will fuck you up". Then looking back to April 6th, 2025, you said to a female staff member "can you tell me where you stay", "I will be waiting for you there, at your home". It was also reported that you lifted your shirt to expose your chest to the female staff, which made them very uncomfortable.

S■■■■, I had you up for eviction in July of 2024. You pleaded for a second chance, which I decided to grant you. You were told that in order for you to maintain your housing, you absolutely must refrain from this inappropriate behavior. However, this poor behavior has continued and we must end your tenancy. Our staff have the right to come to work and feel safe without the fear of sexual harassment. They have the right to go home and feel safe without wondering if you might be following them home. As it is right now, our staff do not feel safe, and I find that unacceptable. Please vacate your room peacefully by September 30th, 2025.

M.T. testified that on April 6, 2025, the Tenant, in an allegedly intoxicated state, approached a female staff member and said "can you tell me where you stay and I would be waiting for you there at your home" and then proceeded to lift up his shirt and show the staff member and another female staff member the tattoo on his chest and then excitedly banged on the safety glass while showing them a basketball video. He testified that a warning letter was sent to the Tenant on April 9, 2025. Copies of an April 6, 2025, internal staff incident report and an April 9, 2025, warning letter in which the Tenant was advised that his comments were making staff members feel uncomfortable and unsafe were submitted as evidence.

M.T. testified that a second incident occurred on May 23, 2025, during which the Tenant allegedly approached a male staff member in an aggressive manner while he was mopping a floor and said "you don't clean the floor well" and you don't do your f**king job properly" before forcefully taking the mop out of the staff members hands and walking away with it. He testified that a warning letter was sent to the Tenant on May 25, 2025. A copy of the May 25, 2025, warning letter in which the Tenant was advised that his comments were making staff members feel unsafe was submitted as evidence.

M.T. testified that a third incident occurred on August 9, 2025, during which the Tenant allegedly approached a female staff member in an intoxicated state and said, “you are my wife” and “you are so beautiful”. He stated that the Tenant then told a male staff member “I will f**k you up” before leaving the area and going to his unit. A copy of an August 9, 2025, internal staff incident report was submitted as evidence.

A copy of an August 11, 2025, letter issued to the Tenant along with the One Month Notice summarizing the incidents noted above was submitted as evidence.

The Tenant confirmed that the incidents referred to by the Landlord did occur and that he does have an alcohol problem, however argued that his comments were not meant to be vulgar and that he is not a violent person.

S.R. testified that he is a “cheeky” guy and that his April 6, 2025, comments were meant to be taken that way. He further testified that he is a huge basketball fan and was very excited about how his team was doing in a game he was playing on his phone and decided to show the staff members his team tattoo out of excitement over the game.

S.R. testified that he was unhappy with the mess being left on the floor outside his unit and therefore when he saw the staff member who’s duty it was to clean it, he asked the person why he hadn’t cleaned it yet and then grabbed the mop from him while saying “I’m going to do your f**king job if you don’t want to do it”. He further testified that he was later remorseful for doing it.

S.R. testified that he was going through some personal struggles on August 8, 2025, and had purchased a “60 pounder of rum”. He stated that when he was coming through the lobby he felt the male staff member was trying to intimidate him and had responded to the attempted intimidation by saying “I’m gonna f**k you up”.

Analysis

Should the Landlords’ One Month Notice be cancelled? If not, are the Landlords entitled to an Order of Possession?

Section 47 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Section 47 of the Act states that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential

Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

As the Tenant disputed this notice on August 19, 2025, and since I have found that the One Month Notice was served to the Tenant on August 11, 2025, I find that the Tenant has applied to dispute the One Month Notice within the time frame allowed by section 47 of the Act. I find that the Landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice.

I find, based on the evidence submitted, the testimony provided, and on a balance of probabilities, that the Tenant, on at least three documented occasions and despite having been warned to cease and desist the behaviour, continued to engage in inappropriate comments or actions towards the Landlord's staff causing the staff members to become concerned about their personal safety and therefore I find that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and the notice is valid.

For the above reason, the Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act is dismissed, without leave to reapply.

Are the Landlords entitled to an Order of Possession based on a Notice to End Tenancy?

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlords are entitled to an Order of Possession. As the Tenant is a longtime resident, I set an effective date of the Order for 1 pm on November 15, 2025.

Conclusion

I grant an Order of Possession to the Landlords **effective by 1:00 PM on November 15, 2025, after service of this Order on the Tenant**. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act is dismissed, without leave to reapply.

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: October 10, 2025

Residential Tenancy Branch