



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as the Landlords claim the Tenant poses an immediate and severe risk to people and/or property.

The Tenant, an advocate for the Tenant, H.B. ("Advocate"), and the Landlords appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. One witness the Tenant, P.G., was also present and provided affirmed testimony.

During the hearing the Tenant and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Landlords provided the Parties' email addresses in their Application, and the Parties confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing

and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Should the Landlords be granted an early termination of the tenancy and an order of possession of the rental unit?

Background and Evidence

The Parties agreed that their periodic tenancy agreement began on June 1, 2019, with a monthly rent of \$787.71, due on the first day of each month; however, the Parties noted that the Tenant has lived in the rental unit for six and a half years prior to when the Landlords bought the property. The Parties agreed that the Tenant paid the Landlord a security deposit of \$375.00, and no pet damage deposit. The Landlords confirmed that this deposit was transferred to them by the previous landlord, and that they still hold it for the Tenant in full.

In the hearing, the Landlords explained their reasoning for issuing an eviction letter to the Tenant:

Basically, [the Tenant] got an eviction letter, because of his behaviour against the new tenant. He has been aggressive with her and she has been complaining a lot about the situation. We have had a lot of text messages and emails trying to make things work before the eviction letter.

We had a meeting with [the Tenant], because we respect our tenants, including [the Tenant]. We were trying to make everything good, but the Tenant was complaining a lot about it.

We called the RTB to see what we should do, because we don't have experience with this before. They said if the new tenant was not safe, you can terminate the tenancy with One Month Notice, so we decided to do that because things were supposed to get better after our meeting, but it didn't get any better. Then everything got worse, and we decided that this isn't going to work, so we served the One Month Notice and we are doing the expedited hearing, because the problem is escalating, [The Tenant] keeps ... trying to provoke her, and this [new] tenant has had problems - that she's getting very anxious and her health is getting very bad because of this situation. So that's why we are doing the expedited hearing. The RTB said that's what we should do.

In a written submission, the Landlords commented on the meeting further, saying:

During the in-person meeting, [the Tenant] started calling [A.P. the new tenant] names. We asked him to stop immediately and treat and talk to everyone respectfully. We would not allow anyone to disrespect and bully other tenants on our property. We were trying to find a solution so they could live in a peaceful environment. It has always been our premise that tenants can find a safe place to live in, and we didn't want to get to the point of evicting. He expressed at that moment that he was considering moving out, because he did not like [A.] and the problems that they were having.

We told him again to please treat [A.] respectfully and to call us with any complaints he might have in the future instead of confronting her. He agreed to it and said he didn't want to have any conversations with [A.]. We talked to her right after that meeting and asked her to come to us with any complaints and to try not to speak to [the Tenant].

Because he agreed, we didn't feel it necessary to give him any warning letter at this point.

After a couple of weeks, [A.] started to complain again. The situation between them was getting worse, and we consulted the BC Tenancy Association about our options. They suggested that we should serve him with an eviction notice if [the Tenant] still didn't want to change his behavior.

We thought about it for a while, but because [A.] was bullied and harassed in a daily manner, we went ahead and sent [the Tenant] an eviction letter.

After he got the eviction notice, the encounters between them got much worse. Finally, [the Tenant] disputed the eviction and blamed [A.] for it instead of trying to change and reverse the eviction.

We know the police were involved from [A.] and [the Tenant's] side. [A.] was also hospitalized due to the stress of her living situation. Because we don't see this situation getting any better or resolving, we decided to expedite the hearing eviction to get to a sooner resolution.

[The Landlords]  
[City, 15<sup>th</sup> October 2022]

The Landlords submitted letters from friends of [A.P.] who have observed the situation, as follows:

My first seeing and witnessing the individual I have learned is '[the Tenant]' was on March 30, 2022.

The occasion was the day that I was assisting my friend, [A.P.], move into the apartment. [A.] arrived driving a U-Haul rental vehicle and positioned the van in such a way as to facilitate unloading. I arrived right behind [A.] and parked a short distance behind her. Before [A.] could even open the rear door, a man I now know as [the Tenant] exited his residence and aggressively approached [A.] shouting with some foul language complaining about where the truck was situated. He ended up closer in her face than what might be considered acceptable in our society. [A.] has since told me that she felt in danger and continues to experience stress and anxiety due to this initial meeting and further behaviour of this man. I would point out that had I been approached in the same manner by this person or anyone else in the same manner I would likely have felt the need to physically defend myself.

I have further witnessed on three occasions [the Tenant] displaying 'if looks could kill' in a manner that is unmistakably threatening. If I wasn't present, I would worry about [A.'s] safety. I have not personally heard any verbal threats other than the first day when he threatened to tattle to the landlord and police.

[D.M.]

[address, phone]

In another letter, [D.F.] said:

This occurrence of which I was a witness to, happened in August 2022. I am a neighbor and long time friend of [A.P.], [rental unit address].

I was standing at [A.'s] doorway with [A.]. We were leaving her residence with her small dog. Her neighbor [the Tenant], came out of his front door, rushing towards us with a cell phone in his hand, pointing at us. As he was rushing towards us and scaring us by his aggressive mannerism, he kept yelling at us, 'SHUT THAT FUCKING DOG UP! SHUT THAT FUCKING DOG UP!' I am well aware of [the Tenant's] history of aggression, harassment and bullying many people in this neighborhood and was really afraid of his present behaviour towards us. I was going to respond verbally to [the Tenant] but my friend [A.] asked me not to. She

felt it best not to respond to his harassment in kind so we just walk away from him.

Respectfully submitted

[D.F.] .

[emphasis in original]

The Tenant's Advocate then asked the Tenant some questions to garner his side of the story. These are their questions and answers:

**How has it been living there?**

There is a lot of crime in the area, a lot of it. As far as tenants in the building, I had no problems with anyone until [A.] moved in.

I'm 81 years of age and not in the best of condition. I've been deteriorating rapidly ever since this nonsense started. I believe this woman is going to give me a heart attack.

She comes out when I'm on the front step with her dog barking at me and wanders down the property and that's fine. My thing was - keep the dog quiet. She didn't keep her dog tied up and the leash tripped me and I wrenched my back. Also, my recovery from a motor vehicle accident, and it's compounded it, and I am not responding to my physio.

**She lives next door to you?**

Yes, and she has a dog and it barks outside at anything – it'll bark and I hear it through my walls - and the dog is left alone inside and I'm sitting out listening to it bark.

People from another building have harassed me because I am rude to [A.P.]. They say I poisoned her dog, which is not true. Spreading false rumours like that – people have to stop. I have not spoken to her since this started.

**You are keeping your distance from her?**

Yes.

**Tell me about parking on the street**

I park in front of my unit and [A.P.] will go around to the back of the building and

park right on my back bumper - three inches away. It's not illegal for her to do that, but she pushed me to an unsafe parking zone. It's been happening since March.

**So you have been trying to keep your distance from her?**

Definitely.

**Have you read the Landlord's evidence?**

It's not accurate what she has told them. It's all lies.

The Advocate then read a letter from the Tenant's doctor, S.N., dated October 16, 2022, which she did not have time to submit to the RTB, as it is not before me. However, the essence of this letter is as follows from what the Advocate read to me in the hearing:

[The Tenant] has recently asked me to disclose his medical illness and the significance of the current stressors on him. He has PTSD, anxiety, and depression. Unfortunately, the stress he is facing has made it quite difficult to manage these conditions, and it is affecting the quality of his life and putting him at risk. He has other medical issues affecting his cardiovascular well being, all of which is being affected by the current stresses. I would appreciate if an amicable solution is found to the issues, without putting his health at risk.

The Tenant also submitted four character references which all spoke very positively about the Tenant's character.

The Tenant's Witness, P.G., was then called into the hearing and was asked some questions by the Advocate, as follows:

**How long have you lived in this building?**

Approximately six years. I moved in two months before [the Tenant] moved in.

**I have some questions about the evidence the Landlords have submitted and you've see it. There's an email from [A.P.] to the Landlords dated March 31, 2022.**

The email starts with the following, about which the Advocate asked the Witness to comment:

I was outside [the Witness's] apartment having a friendly conversation with her. I had my new puppy with me as I go outside of my apartment quite often to train

the dog of which I have been allowed by my landlords to utilize the front lawn. [The Tenant] came up to me and in a very angry and bullying manner ordered me to 'keep a fucking leash on that fucking dog of yours'. I said to [the Tenant], 'be careful'. At this time I became afraid of [the Tenant] and upset at his posturing and verbal abuse because this is not the first time at his attempts at bullying me. [The Tenant] then responded to me by repeating his demand that I put a leash on my puppy. I responded to [the Tenant] by saying to him that he should put a leash on his own dog, because I have never seen his dog with a leash on. He said that he had health issues and then walked away, leaving [the Witness] and I totally perturbed by what had just happened. Out of frustration, I started to cry and [the Witness] tried to console me.

**In her email, [A.P.] said you were present. True?**

I remember this, [the Tenant was] headed out to the car and the dog twisted the leash around your leg. I don't remember [the Tenant] using swear words. He doesn't use them much.

I remember one of the incidents when the dog wrapped the leash around, and [the Tenant's] very unsteady and afraid of falling. He asked if she could keep the dog under control.

**What about the evidence from [A.P.] about [the Tenant's] demeanor?**

It's all in the statement, basically; I've never been privy to those things. I haven't seen them or heard any fighting outside. It's a small building and all are elderly.

**Prior to [A.P.] coming to live there what was it like?**

We got along with each other before [A.]. I've had problems with [V.] in #4, but we just ignored her.

**Since [A.] what has it been like?**

Strained very much, because [A.] would come over and tell me [the Tenant] did this, [the Tenant] did this - very uncomfortable. We've lost the comfort.

**Do you think her description of his behaviour is accurate?**

No. He sits on his front step and watches her. He has always sat out on the front step. He wants to lead a quiet life with no barking.

**What about parking?**

[The Tenant] parks his vehicle in the lower level, because he has to use a cane now. He has to walk up to the front door.

**If he leaves the residential property - what happens?**

She moves into his spot often, knowing that this is his spot winter and summer. She'll deliberately park even if another spot is free.

The Landlord commented on the Witness's testimony:

I have talked to [the Witness] and she knows they have problems. She said they go at each other; she said if they could just talk to each other, she knows that [the Tenant] cannot keep his mouth shut when he doesn't like other people. She's not aware that he uses a lot of bad words. We have been stopping him so many times, and she knows [D.], a previous manager who was doing a really bad job managing the place.[The Tenant] was nasty with her.

He said he has been happy there, but we know that is not true. The kids bother him a lot. Anyone can park there in that spot - it is not his spot. He has parking spots where he parks another car, and if someone parks in his spot, I 100% agree that that's not his spot only.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

I understand how the new tenant may have irritated the Tenant; however, this hearing was not about [A.P.'s] behaviour, but about the Tenant's behaviour. I appreciate that the Tenant is elderly and that he has friends and family who support him and vouch for his character. However, I find it undisputable that the Tenant does not like [A.P.] and that he aggressively communicates his complaints to her, rather than relying on the Landlords to resolve the problems.

I find from the evidence before me that the Tenant does not acknowledge that there is anything wrong with his behaviour with [A.P.]. The Tenant does not seem to grasp that he lives in a multi-unit building with other people, and that these other people and their pets are likely to make noise at times.



The Tenant's primary irritation appears to be with [A.P.'s] puppy, and how much it barks and how frisky it is. Just as the Landlord is allowed to have his dog in the residential property, so, too, is [A.P.] allowed to have her dog. Perhaps the Tenant's dog does not bark much, but it is probably not a puppy. I find that common sense and ordinary human experience indicates that puppies tend to be frisky and make noise.

I also find it to be extremely inappropriate to approach neighbours aggressively, loudly, and by using profanities, which I find from the bulk of the evidence that the Tenant has done.

Based on the evidence before me, I find that the Landlords did everything they could to try to resolve the situation before turning to the RTB for assistance. However, I find that the Tenant ignored the Landlords' requests to be patient and even-tempered with his neighbour, and to come to them with complaints, rather than approaching [A.P.].

In order to establish grounds to end the tenancy early under section 56 of the Act, a landlord must not only establish that they have cause to end the tenancy, but that it would be unreasonable or unfair to require the landlords or other occupants to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the testimony and documentary evidence to which I was directed by the Parties, I find that the Landlords have met that burden.

I accept the Landlords' evidence that the Tenant's behaviour to [A.P.] significantly interferes with or unreasonably disturbs her. I find that the preponderance of evidence before me indicates that the Tenant is repeatedly aggressive and rude with the new tenant to a degree that amounts to significant interference and unreasonable disturbance.

Given the ongoing, escalating nature of this behaviour, I am also satisfied that it would be unreasonable and unfair to the Landlords and the other occupants of the residential property to wait for the One Month Notice to End Tenancy to take effect. I find without an early termination of the tenancy the Landlords are less likely to be able to protect their other tenants from the Tenant's abusive behaviour.

I therefore grant the Landlords' Application to end this tenancy early, pursuant to section 56 of the Act, and I award them with an **Order of Possession effective two days** after the Tenant receives the Order.

Conclusion

The Landlords are successful in their Application, as they provided sufficient evidence to meet their burden of proof on a balance of probabilities this matter.

Pursuant to section 56 of the Act, the Landlords are granted an **Order of Possession effective two days** after service on the Tenant. This Order must be served on the Tenant by the Landlords and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 25, 2022

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Residential Tenancy Branch