



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COAST FOUNDATION SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with a tenant's application for cancellation of a One Month Notice to End Tenancy for Cause ("One Month Notice").

Both parties appeared or were represented for the hearing and the parties were affirmed.

I confirmed the tenant served her Application for Dispute Resolution upon the landlord's agent. Although it was served late, the landlord did not take issue with the lateness and I proceeded to hear the matter.

I also confirmed the landlord posted its evidence package to the rental unit door and the tenant received it. Accordingly, I admitted the materials into evidence for consideration in making this decision.

The tenant applied for several other remedies; however, the tenant confirmed that the primary issue to determine under this proceeding is the fate of the tenancy. As such, I severed the other issues and did not deal with them during this proceeding pursuant to Rule 2.3 of the Rules of Procedure. As seen in this decision, the tenancy has been ended and all of the other remedies, except the monetary claim, are moot with the ending of the tenancy. As such, only the monetary claim is dismissed with leave to reapply.

Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

### Issue(s) to be Decided

1. Should the One Month Notice be upheld or cancelled?
2. If the notice is upheld, is the landlord entitled to an Order of Possession?

### Background and Evidence

The tenancy started in August 2020. The tenant is obligated to pay rent of \$375.00 on the first day of every month. The monthly rent payment includes utilities and meals. The landlord receives the rent payment directly from the Ministry. The rental unit is in a secure, affordable, supportive housing complex operated by the landlord in partnership with BC Housing.

On August 16, 2022 the landlord posted the subject One Month Notice on the door of the rental unit with a stated effective date of September 31, 2022. The tenant filed to dispute the One Month Notice within the time limit for doing so.

The landlord indicated the following reasons for ending the tenancy on the second page of the One Month Notice:

- ☒ 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
- ☐ Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.
- ☒ Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property

In the Details of Cause section of the One Month Notice, the landlord wrote:

<p>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.</p> <p>Details of the Event(s):</p> <p>Multiple behavioral issue, aggressive behavior to staff, contractors. After many attempts to speak with tenant, notices asking for the behaviour to stop, it is still an on-going issue</p>
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Below, I have summarized the landlord's position and the tenant's responses.

The landlord's agent submitted that the tenant acted aggressively and threatening toward the landlord's employees on a number of occasions and warning letters were given to the tenant but he aggressive and threatening behaviour continued so the One Month Notice was issued.

The tenant acknowledged that she has difficulty controlling her anger and has lashed out at others when she is mad.

Specific incidents were describe during the hearing, as follows:

**May 1, 2022**

The landlord submitted that on this date the tenant called one of its employees "Fucking cunt, liar, bitch" and stated to the staff person that "I will do things that will get me put away for 25 years" after the staff member had called the SPCA to report the tenant's puppy had overdosed on drugs twice and the SPCA seized the puppy.

The tenant acknowledged she called the staff person names and that she stated things she should not have but that is because this staff person lied to the SPCA and that the puppy had only overdosed once and that it was not the tenant's fault the puppy overdosed. The dog received Narcan and survived.

**May 5, 2022 and May 18, 2022**

The landlord submitted the tenant was making indirect threats toward its employee when she was overhead on May 5, 2022, during meal service in a common area, saying she was going to be off probation soon and then she may end up doing something serious to the staff. On May 18, 2022, the tenant made a similar statement to another occupant.

The tenant acknowledged she may have said something along those lines but that she could not recall as she blacks out when she gets very angry.

**May 30, 2022**

The landlord submitted that the tenant was observed bringing a Taser into the building and when the staff persons demanded the tenant to turn it over to them the tenant

refused. Rather, the tenant took the battery out of the Taser but would not relinquish the Taser. The police were called and the police took the Taser away from the tenant.

The tenant called the landlord's staff "lying sacks of shit".

The tenant acknowledged she brought a Taser into the building and the landlord's staff wanted her to hand it over but the tenant was carrying the Taser in self defence as her ex-boyfriend had tried to kill her before. The tenant explained that she took the battery out of the Taser and handed the battery to the landlord's staff to make the Taser inoperable. The tenant acknowledged the police took the Taser away from her as it is a "prohibited weapon".

### **July 18, 2022**

The tenant stated to the program manager that he should "choke on 20 cocks" and he "should have a cock in every hole".

The tenant did not deny making inappropriate statements to the program manager but was of the position the landlord's staff are not helping her and that she gets mad and frustrated.

After the One Month Notice was issued, the tenant and the program manager spoke and the tenant was of the impression that the landlord may be willing to rescind the eviction notice. The program manager stated that does happen occasionally where a tenant shows improved behaviour but the tenant has not done so even though the landlord has a psychiatrist available for its tenants. The tenant described how she has tried to stop herself from blacking out when she feels anger setting in by banging her head hard against the wall. However, if she blacks out she is unaware and not in control of her actions. The tenant gave an example of where she blacked out and thought she had punched another person only five times when it turned out to be fifty times.

The landlord pointed out that aggressive behaviour recurred on December 25, 2022 when the tenant sprayed bear spray in the face of another tenant. The tenant stated that she merely sprayed bear spray in the room and not directly in this person's face and that she did so because she was of the belief this person was stealing another person's property. The police were called and arrested the tenant for assault.

In summary, the landlord submits that it has an obligation to ensure the safety of its employees and other occupants of the property and the tenant poses a risk to the health and safety to their safety by way of her aggressive behaviour and bringing weapons into the building.

The tenant argued that she gets along with most of the landlord's staff persons except the one that reported her puppy to the SPCA and the tenant avoids that person to avoid conflict.

Before ending the hearing, I canvassed the parties as to the effective date for an Order of Possession in the event I provide one to the landlord. The landlord was willing to give the tenant occupancy until January 31, 2023 in recognition the rent has been paid for the month. The tenant requested that she be permitted occupancy until the end of February 2023 to afford her a reasonable amount of time to find alternative accommodation.

### Analysis

Where a notice to end tenancy comes under dispute, the landlord bears the burden to prove the tenant was served with a valid notice to end tenancy and the tenancy should end for the reason(s) indicated on the notice. Where more than one reason is indicated on a notice, it is sufficient to end the tenancy where only one reason is proven. The burden of proof is based on the civil standard of "on balance of probabilities".

Under section 28 of the Act, every tenant is entitled to quiet enjoyment of the rental unit and the residential property and the landlord is obligated to protect the quiet enjoyment of its tenants. Quiet enjoyment includes freedom from unreasonable disturbance and freedom from significant interference. Where one tenant is causing other tenants to be disturbed, the landlord is expected to take appropriate action against the offending tenant, which may include issuance of a One Month Notice, where the circumstances warrant such.

Similarly, an employer has an obligation to protect the health and safety of its employees and a tenant threatening the health or safety of the employees may have their tenancy ended by way of a One Month Notice.

In this case, it is largely undisputed that the tenant has become angry with the landlord's staff persons, including the staff person who called the SPCA and the program manager, and has difficulty controlling her anger toward those persons. I accept this

lack of control has resulted in vulgar name calling and oral threats of harm when she made several statements that she was going to something to the landlord's staff person that would have her "put away for 25 years". I find these direct and indirect statements are a thinly veiled reference to causing serious physical harm, or death, to a person. It was also undisputed that the tenant brought a prohibited weapon in to the building and refused to relinquish it to the landlord's staff when they demanded it. While I recognize the tenant acknowledged her poor behaviour and difficulty in controlling her actions if she blacks out from anger. Given this lack of control, I find the tenant's possession of a prohibited weapon in the residential property to be especially concerning. While the tenant explained she carried the Taser for personal protection, the tenant is not exempt from laws governing possession of prohibited weapons.

Considering the above, I find I am satisfied, on a balance of probabilities, the landlord had a basis for issuing the One Month Notice under action 47(1)(d)(i) and (ii) which provides for ending a tenancy where:

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

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant

While I appreciate the tenant's acknowledgement and candor with respect to her anger issues, I am not persuaded that she taken sufficient steps to control her anger. This finding is demonstrated by the tenant's deployment of bear spray on December 25, 2022 at or near another person on the residential property. Therefore, I find that continuation of this tenancy would put the landlord's staff persons and occupants of the property at risk of future harm.

In light of the circumstances before me, I am satisfied the tenancy should end due to the tenant's aggressive behaviour and conduct on the residential property. Therefore, I uphold the One Month Notice and I dismiss the tenant's request that I cancel it.

Section 55(1) of the Act provides as follows:

**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.

In this case, I have dismissed the tenant's application to cancel the One Month Notice. Upon review of the 2 Month Notice provided to me, I am satisfied that it meets the form and content requirements of section 52 of the Act. Accordingly, I find the criteria of section 55(1) have been met and the landlord is entitled to an Order of Possession.

Given the tenant's propensity to act aggressively toward the landlord's staff when she is angry with them, I grant the landlord's request for an Order of Possession effective January 31, 2023.

### Conclusion

The One Month Notice is upheld and the tenant's application is dismissed.

The landlord is provided an Order of Possession with an effective date of January 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: January 25, 2023

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Residential Tenancy Branch