



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

A matter regarding CITY OF VANCOUVER and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the *Residential Tenancy Act* (the Act) on March 29, 2023, seeking:

- An early end to the tenancy pursuant to section 56 of the Act.

The hearing was convened by telephone conference call at 11:00 AM (Pacific Time) on April 11, 2023, and was attended by two agents for the Landlord (Agents) RY and CB, the Tenant, and three witnesses for the Tenant (Witnesses) WP, PL, and RB. All testimony provided was affirmed. Although the Tenant took issue with the manner in which they were personally served, they acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP) and the documentary evidence before me for consideration that was filed with the Application, on March 29, 2023. The hearing therefore proceeded as scheduled and the documentary evidence submitted by the Landlord at the time of filing the Application was accepted for consideration. No documentary evidence was submitted by the Tenant. The parties were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The participants were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that personal recordings of the proceeding were prohibited and confirmed that they were not recording the proceedings.

Although I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Residential Tenancy Branch Rules of Procedure (Rules of Procedure), I refer only to the relevant and determinative facts, evidence, and issues in this decision.

### Preliminary Matters

The Agents submitted an incident report form on March 31, 2023, for an incident that reportedly occurred on the morning of March 31, 2023. Although rule 10.2 of the Rules of Procedure states that an applicant must submit all evidence that they intend to rely on at the hearing with the Application, rules 10.6 and 3.17 allow for the service and acceptance of late evidence provided the arbitrator is satisfied that the evidence is both new, meaning that it was not available at the time of filing the application and could not reasonably have been made available through the exercise of reasonable planning and due diligence, and relevant.

As the incident did not allegedly occur until after the Application was filed, I find that the incident report is new evidence. As it relates to the same reasons for which the Landlord is seeking to end the tenancy pursuant to section 56 of the Act, I also find that the evidence is relevant. The Agents stated that the new evidence was posted to the Tenants door on April 1, 2023, and although the Tenant acknowledged receipt, they could not remember when. Pursuant to section 90(c) of the Act, I therefore deem it served three days later, on April 4, 2023, if not earlier received.

Based on the above, I accept the above noted late documentary evidence for consideration as I find that it meets the requirements set out under rules 10.6 and 3.17 of the Rules of Procedure for acceptance as new and relevant evidence, I am satisfied it was served on and received by the Tenant, and I am satisfied that the Tenant had sufficient time to consider and respond to it at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession for the rental unit pursuant to section 56 of the Act?

### Background and Evidence

The tenancy agreement before me states that the periodic (month-to-month) tenancy commenced on December 15, 2019, and there was no dispute between the parties at the hearing that a tenancy under the Act exists between the Tenant and the Landlord.

The Agents stated that the Landlord is seeking to end the tenancy pursuant to sections 56(2)(a)(i) and 56(2)(a)(ii) of the Act as the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord of the residential property and seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant.

The Agents stated that the Tenant has repeatedly granted access to the building to a known barred guest, S, who was previously evicted from the building, despite repeated warnings not to do so, that they have been abusive to staff, including the utterance of death threats, and that they have removed safety notices from the notice board and interfered with the previous eviction of S. The Agents stated that as a result, they have serious concerns about the safety of other building residents, including children and the elderly as it is a mixed-model building, and staff. The Agents stated that police have been called on numerous occasions as a result of the Tenant's actions and that after a recent incident, a security guard was on site for 16 hours to ensure staff safety.

The Agents provided security camera pictures which they argue show the Tenant repeatedly granting access to the barred guest S, threatening staff, and removing a safety notice from the notice board. They also submitted incident reports for 8 incidents involving 5 different staff members, on 6 different days as follows:

- March 1, 2023;
- March 10, 2023;
- March 12, 2023;
- March 18, 2023;
- March 28, 2023 – three incidents; and
- March 31, 2023.

In the incident reports the Tenant is alleged to have granted S access to the building, made sexually explicit and inappropriate comments to staff, uttered threats to staff, including death threats, and engaged in confrontational, intimidating, and threatening behavior towards staff, among other things.

At the hearing the Tenant categorically denied the allegations against them, characterizing them as fictitious, fraudulent, retaliatory, and a conspiracy initiated by one particular staff member who believes them to be a different person. The Tenant stated that prior to that staff member working at the building, they had no issues with staff, and have always paid their rent on time. The Tenant called three character witnesses, all of whom stated that they have known the Tenant for some time, are not afraid of them, and think that they are a good person. The third character witness RB stated that they also viewed the paperwork served on the Tenant by the Landlord, characterizing it as “made up”.

The Tenant also called the allegations against them into question as they believe that the Landlord has not called the police, which they find odd given the seriousness of the threats allegedly uttered by them. The Agents responded that the police had been called numerous times and pointed to the incident reports wherein they state police file numbers are noted. Finally, the Tenant denied permitting S access to the building but acknowledged that they may have followed them through the doors, which they denied responsibility for.

### Analysis

Although the Tenant argued that this Application is in retaliation as the Tenant was successful in a previous dispute between them at the Residential Tenancy Branch (Branch), no evidence of this was submitted by the Tenant, nor was I provided with a file number for the alleged previous dispute. As a result, I am not satisfied that this is the case.

While I accept the affirmed testimony of the Tenant’s character witnesses that in their experience, the Tenant is a good and helpful person whom they are not afraid of, none of the witnesses appear to have been present during any of the alleged incidents. As a result, I do not find this general character evidence helpful in determining if the alleged incidents occurred.

Although the Tenant argued that the allegations against them are false, no corroboratory evidence was submitted by the Tenant other than the general character references provided by their witnesses, in support of this argument. In contrast, the Agents provided copies of 8 separate incident reports, involving 5 different staff members, for 8 separate incidents on 6 different days, as well as security camera photographs, and the Agent RY provided affirmed testimony that the Tenant uttered

death threats against them. I find this evidence to be fulsome and compelling in nature. The photographs clearly demonstrate to my satisfaction that the Tenant has repeatedly permitted the barred previous tenant S access to the building, despite repeated warnings not to do so. Even if I were to accept the Tenant's testimony that S followed them into the building, which I explicitly do not accept, I find that the Tenant would still be responsible for granting them access. Tenants are responsible for ensuring that they are not intentionally or unintentionally permitting unauthorized persons access to residential premises. Tenants should be ensuring that secured/locked doors are properly closing behind them, requiring unknown persons to use their own keys or access devices, requiring other occupants to grant access to their own guests, and should be reporting to the Landlord or their agents if unknown or unauthorized persons are following them into the building without their own keys or without being granted proper access as set out above by staff or other occupants of the building.

Further to this, I find that the incident reports are both internally consistent, consistent with the photographs submitted, and that they are consistent with each other regarding the Tenants behaviour, something I find unlikely to have occurred artificially given the number of different staff members, incidents, and dates, involved over 6 different days. As the incident reports detail numerous incidents of verbal abuse by the Tenant towards staff, the utterance of threats and sexually explicit and inappropriate comments, and numerous incidents wherein the Tenant is caught bring the prohibited guest S into the building and warned that S is not allowed on the premises, I am satisfied by the Landlord that the Tenant has engaged in concerning and repeated behavior that has significantly interfered with or unreasonably disturbed the Landlord's agents, and seriously jeopardized the health or safety or a lawful right or interest of the Landlord, their agents, and other occupants of the residential property. I am also satisfied by the Agents that it would be unreasonable, or unfair to the Landlord, their agents, and other occupants of the residential property, to wait for a notice to end the tenancy under section 47 of the Act to take effect, given the serious and repeated nature of the Tenants threats and behaviour.

As a result, I grant the Landlord's Application seeking an early end to the tenancy under section 56 of the Act, and I provide the Landlord with an Order of Possession effective **two days** after service on the Tenant.

Conclusion

Pursuant to section 56 of the Act, I grant an Order of Possession to the Landlord effective **two days after service of this Order on the Tenant**. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Branch under Section 9.1(1) of the Act.

Dated: April 12, 2023

---

Residential Tenancy Branch