



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

**A matter regarding FATHER DELESTRE HOUSING  
and [tenant name suppressed to protect privacy]**

## **DECISION**

### **Dispute Codes:**

CNC, LRE, OPC-DR, FFL

### **Introduction**

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a One Month Notice to End Tenancy for Cause and for an Order suspending or setting conditions on the Landlord's right to enter the rental unit.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to recover the fee for filing an Application for Dispute Resolution.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

JK and EM were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. These participants affirmed they would not record any portion of these proceedings.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

JK stated that the Tenant's Application for Dispute Resolution and Proceeding Package was personally delivered to the Landlord's office, although they could not recall the date of serve. EM stated that these documents were received on June 20, 2025. I therefore find these documents were served in accordance with section 89 of the Act.

EM stated that the Landlord's Application for Dispute Resolution and Proceeding Package was personally served to the Tenant on July 08, 2025. JK acknowledged receipt of these documents. I find these documents were served in accordance with section 89 of the Act.

#### Service of Evidence

On June 11, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. JK stated that this evidence was served to the Landlord with the Tenant's Proceeding Package. EM acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On June 19, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. EM stated that this evidence was served to the Tenant with the Landlord's Proceeding Package. JK acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

#### Preliminary Matter #1

JK did not join the teleconference until approximately 8 minutes after the scheduled start time of the hearing. All issues discussed prior to JK joining the hearing was explained to the Tenant.

#### Preliminary Matter #2

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application.

I find that the Tenant's application for an order suspending conditions on the Landlord's right to enter the rental unit is not sufficiently related to the more urgent issue of whether this tenancy should end or continue.

I therefore dismiss the application for an order suspending conditions on the Landlord's right to enter the rental unit, with leave to reapply, as it is not sufficiently related to the One Month Notice to End Tenancy.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be set aside, or should the Landlord be granted an Order of Possession?

Is the Landlord entitled to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that:

- The tenancy began in 2021
- Rent is due by the first day of each month
- On June 03, 2025, a One Month Notice to End Tenancy for Cause was personally served to the Tenant
- the One Month Notice declared that the rental unit must be vacated by July 31, 2025
- the One Month Notice declared that the tenancy is ending because the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

In support of the One Month Notice to End Tenancy for Cause, EM stated that:

- on May 30, 2025, JK attempted to remove a surveillance camera
- the video evidence submitted by the Landlord, which shows JK approaching the camera and shaking it, was taken at 2:45 PM on May 30, 2025
- EM thinks JK was attempting to remove the camera when JK was shaking it
- the video evidence submitted by the Landlord, which shows JK approaching the camera and pointing the camera towards the ground, was taken at 4:12 in PM on May 30, 2025
- video surveillance shows JK pass an unknown man climbing the stairs
- video surveillance does not show the unknown man tampering with the surveillance camera
- EM happened to observe the Tenant tamper with the camera on May 30, 2025, so EM immediately went to that location and told JK not to tamper with the surveillance camera
- JK began yelling and swearing at EM, using the "F" word on one or twice
- during this conversation, JK told EM that surveillance cameras were not allowed as they are an invasion of privacy
- JK did not tell EM that the unknown male had touched the camera

- on April 12, 2025, a female Tenant with the first initial “M” advised the Landlord that JK had spoken to her in a threatening manner
- M advised the Landlord that the threatening behaviour not unprovoked
- on April 16, 2025, the Landlord served JK with a warning letter, in which JK was advised that further incidents of “verbal abuse” would result in the tenancy ending.

In response to the One Month Notice to End Tenancy for Cause, the JK stated that:

- on May 30, 2025, JK “thought” the unknown male that can be seen in the Landlord’s video evidence told him that he had moved the camera
- when JK first touched the surveillance camera, it was for the purpose of correcting any action the unknown male had taken
- approximately 10 seconds after first touching the surveillance camera, JK was able to redirect the position of the camera
- JK was not yelling when speaking with EM about touching the camera, although JK has a loud voice
- JK did not swear when speaking with EM and, specifically, did not use the “F” word
- EM was yelling during this conversation
- JK does not recall telling EM that the cameras were an invasion of personal privacy
- JK thinks the surveillance cameras are a good idea
- on April 12, 2025, another occupant of the residential property told JK that M was spreading rumors about the other occupant
- on April 12, 2025, JK approached M and asked if she was spreading rumors
- JK was speaking calmly to M, although the conversation upset M
- the Landlord did not allow JK to provide his version of events before serving the letter dated April 16, 2025.

LG, who was not present when EM and JK testified about the incident on May 30, 2025, stated that:

- LG is an agent for the Landlord
- on May 30, 2025 LG observed the interaction between EM and JK
- as LG approached EM and JK, LG could hear a male voice, but could not hear what was being said
- LG subsequently overheard JK “yelling” and “insulting” EM
- LG overheard JK tell EM to “get a “F-ing” brain”

- JK was yelling loud enough to cause other occupants of the complex to exit their units to investigate the interaction
- EM was not yelling during the interaction.

### Analysis

Section 47 of the Act permits the Landlord to end a tenancy for various reasons, by serving a One Month Notice to End Tenancy.

Based on the undisputed evidence, I find that on June 03, 2025, the Tenant was personally served with a One Month Notice to End Tenancy, which declared that the unit must be vacated by July 31, 2025. I find that this Notice to End Tenancy was proper notice of the Landlord's intent to end the tenancy, pursuant to section 47(1)(d)(i) of the Act.

Section 47(1)(d)(i) of the Act permits a landlord to end a tenancy if a tenant or a person permitted on the property by a tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

As EH is an agent for the Landlord, I find that EH is a landlord for the purposes of section 47(1)(d)(i) of the Act, as the term "landlord" is defined by section 1 of the Act.

Based on the testimony of both parties and the video evidence before me, I find that the Tenant moved a surveillance camera on the residential property on two occasions on May 30, 2025.

One video shows JK approaching the camera at 14:46 hours on May 30, 2025. It appears that JK tampers with the camera, which alters the direction of the camera.

The second video shows JK approaching the camera at 16:12 hours on May 30, 2025. It appears that JK again tampers with the camera, which alters the direction of the camera.

I find that tampering with the surveillance camera significantly interfered with the Landlord, in part, because it compromises a component of the security system on the residential property.

I find that tampering with the surveillance camera significantly interfered with the Landlord, in part, because EM deemed it necessary to take immediate action to prevent

further interference. I find it reasonable for EM to take immediate action, to ensure this component of the security system was not completely disabled or rendered ineffective.

Even if I accepted JK's testimony that an unknown male informed JK that they had moved the camera, I find that JK was not justified in tampering with the surveillance camera. If this was true, the appropriate action would be to inform the Landlord, so the Landlord could ensure the camera was functioning properly.

I find JK's testimony regarding his actions with the camera lacks credibility. JK testified that he adjusted the camera once, and then once again approximately ten seconds later. I find this testimony is refuted by the video evidence that shows JK tampered with the camera at approximately 14:46 and then again at 16:12, which is approximately 90 minutes later.

I favor EM's testimony that JK was yelling and using offensive language when EM told JK not to tamper with the surveillance camera, over JK's testimony that they were not yelling or using offensive language. I favor EM's testimony because it is corroborated by LG, who witnessed the interaction. Specifically, LG heard JK tell EM to "get a "F-ing" brain". I find this type of behaviour is wholly inappropriate and constitutes a significant interference and an unreasonable disturbance.

I find JK's testimony that they were not yelling during this conversation is not supported by the evidence. Specifically, it is not refuted by LG's testimony that she could hear a male voice before LG was close enough to hear what was being said. It is also refuted by LG's testimony that the interaction was loud enough to attract the attention of other occupants who were inside their units when the interaction began.

I find there is not evidence to support JK's testimony that EM was yelling during their interaction. That testimony is refuted, to some degree, by LG's testimony that EM was not yelling.

Regardless of whether JK yelled at M on April 12, 2025, I find that JK disturbed another occupant of the residential complex when they approached her about a rumor that was unrelated to the Tenant. I find it reasonable to conclude that this interaction disturbed M, as it was reported to the Landlord.

Regardless of whether JK yelled at M on April 12, 2025, I find that JK knew, or should have known, that yelling and using inappropriate language was inappropriate and could jeopardize the tenancy.

I find that the Landlord has provided sufficient evidence to show that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord. I therefore grant the Landlord's application for an Order of Possession, and I dismiss the Tenant's application to cancel the One Month Notice to End Tenancy, dated June 03, 2025.

I find that the Landlord's Application for Dispute Resolution has merit, and that the Tenant must pay the Landlord the \$100.00 fee for filing this Application for Dispute Resolution.

### Conclusion

I grant an Order of Possession to the Landlord effective on July 31, 2025, after service of this Order on the Tenant. Should the Tenant or any occupant 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.

I grant the Landlord a Monetary Order of \$100.00 as compensation for the fee paid to file this Application for Dispute Resolution. This Order must be served to the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

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

Dated: July 18, 2025

---

Residential Tenancy Branch