

Landlord's Application for Dispute Resolution

For RTB use only: File # 726537

- ☐ This application is being made under the *Manufactured Home Park Tenancy Act*
☐ This application is being made under the *Residential Tenancy Act*

Landlord(s) (Applicant(s): The person asking for dispute resolution)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

INTRA-PACIFIC MANAGEMENT

Last name or the full legal business name

First and middle names

Last name (if more than one landlord, also use form #RTB-26)

First and middle names

Applicant Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

Unit/site #

Street # and street name

City

Province

Postal Code

Daytime phone number

Other phone number

Fax number for document service

- ☐ Yes, a Schedule of Parties (#RTB-26) is being used to add more Applicants to this application and it is attached.
☐ Yes, the Mailing Address is different from the Applicant Address, and it is attached.

Dispute Address (address of the rental unit or manufactured home site)

Unit/site #

Street # and street name

City

Province

Postal Code

Tenant(s) (Respondent(s): The other party to the dispute)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

Last name

First and middle names

Last name

First and middle names

Respondent Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

Unit/site #

Street # and street name

City

Province

Postal Code

Daytime phone number

Other phone number

Fax number for document service

- ☐ Yes, a Schedule of Parties (#RTB-26) is being used to add more Respondents to this application and it is attached.
☐ Yes, the Mailing Address is different from the Respondent Address, and it is attached.

TO FILE THIS APPLICATION:

- On this page, fill in the information boxes.
- On page 2, check the boxes that apply to your request, provide details and sign at the bottom.
- Submit your application in-person at:
 - RTB Burnaby: 400 – 5021 Kingsway Avenue
 - RTB Kelowna: 101-2141 Springfield Road
 - RTB Victoria: 1st floor, 1019 Wharf Street
 - Any Service BC-Government Agents Office
- Applications may also be submitted online at www.rto.gov.bc.ca.
- Do not give a copy of your Application to the Respondent(s) until the Residential Tenancy Branch accepts it and you have paid the application fee or obtained a fee waiver.

RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.

NOV 12 2008

RTB Use only – date stamp & initial
RECEIVED

Office of Housing and Construction Standards

Residential Tenancy Branch

Lower Mainland: 604-660-1020 Victoria: 250-387-1602 Elsewhere in BC: 1-800-665-8779

Website: www.rto.gov.bc.ca

#RTR-12-1 (2007/10)

BRITISH
COLUMBIA
Page 1
HOU-2013-00046

For RTB use only: File # _____

Nature of the Dispute**Ending tenancy, and seeking an Order of Possession:****Notice to End Tenancy**

When the dispute involves a *Notice to End Tenancy*, the *Notice to End Tenancy* must be given to the tenant before applying for Dispute Resolution and the *Notice to End Tenancy* must be submitted to the Residential Tenancy Branch.

Date the *Notice to End Tenancy* referred to in this Application was served: _____

How was it served? _____

Reason for ending tenancy:

- ☐ Employment with landlord has ended OPE
- ☐ The tenant has not paid rent or utilities OPR
- ☐ The landlord wants the unit or property for another use OPL
- ☐ The landlord has cause, as described in the Act, regulation (state section in the 'Details of the Dispute' box below), or tenancy agreement (provide a copy) OPC
- ☐ The tenant does not qualify for subsidized housing OPQ
- ☐ The tenant has breached an agreement with the landlord (provide a copy of agreement) OPB

Monetary Order:

- ☐ For damage to the unit, site or property MND
- ☐ For unpaid rent or utilities MNR
- ☐ To keep all or part of pet damage deposit or security deposit MNSD
- ☐ For money owed or compensation for damage or loss under the Act, regulation or tenancy agreement MNDC

The request for a Monetary Order is for the following amount:

Provide a detailed calculation of the amount in the 'Details of the Dispute' box below.

\$ **Other**

- ☐ Recover filing fee from the tenant for the cost of this application FF
- ☐ Serve documents or evidence in a different way than required by the Act SS
- ☒ End Tenancy Early and obtain an Order of Possession ET
- ☐ Other (provide details in the 'Details of the Dispute' box below) O

Details of the Dispute

In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. When you are asking for a Monetary Order, include a detailed calculation. Attach a separate sheet if necessary. Any additional sheets must be signed.

THE LANDLORD IS SEEKING AN EMERGENCY, EVICTION AND POSSESSION OF THE DISPUTED SUITE. THE TENANT IS HARASSING THE LANDLORD AND OTHER TENANTS. APPARENTLY THE TENANT IS DOING EVERYTHING IMAGINABLE TO HAVE THE MANAGER TERMINATED, HE CONTINUES TO PREVENT THE MANAGER FROM FULFILLING HER FUNCTION AND HAS ESCALATED TO PHYSICAL THREATS. THE POLICE HAVE BEEN INVOLVED.

Signature: _____

Date: 12-NOV-2008

Print name: _____

s.22

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

File No. 726537

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

between

Intra-Pacific Management, Landlord(s),

Applicant(s)

and

s.22

Tenant(s),

Respondent(s)

Re: An application pursuant to section 56 of the *Residential Tenancy Act* regarding the rental unit at:

s.22

Vancouver, British Columbia

Date and place of hearing: December 05, 2008, Burnaby.

Decision Date: December 16, 2008.

Appearances:

For Landlord:

s.22

For Tenant: Mr. Smith, representative for tenant and

s.22



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: ET & FF

Introduction:

This hearing dealt with the landlord's application to end this tenancy early pursuant to section 56 of the *Act*. Both parties appeared for the hearing and were given the opportunity to be heard and respond to the evidence of the other party.

I note that the landlord submitted a new piece of evidence after this hearing was concluded. I have no evidence that this evidence was also provided to the tenant and it was not submitted pursuant to the rules of procedure. I have not considered this evidence in this decision.

Issue to be Determined:

Does the landlord have cause to end this tenancy early having demonstrated that it would be both unfair and unreasonable to wait for a one month Notice to End Tenancy under section 47 of the *Act* to take effect?

Background and Evidence:

This tenancy began on December 1, 2006 for the current rent of \$632.50. The parties received a decision dated October 31, 2008 dealing with the landlord's application for an Order of Possession based on a one month Notice to End Tenancy for cause pursuant to section 47 of the *Act*. The Notice to End Tenancy was served on September 10, 2008. The landlord's application for an Order of Possession was dismissed on the basis that the landlord failed to establish the grounds for ending the tenancy.

This hearing dealt with five further conflicts between the landlord's agent and the tenant. The first instance occurred on October 22, 2008 when the landlord alleges that the tenant interfered with her responsibilities as a landlord by raising complaints about the rental unit to the municipality. Two of the landlord's agents went to the tenant's rental unit to comply with an order received by the municipality to turn on the tenant's heat. The landlord then returned to the tenant's rental unit on October 30, 2008 with a contractor to fix the thermostat in the rental unit. The landlord submitted that the tenant interfered with the work and then chased them out to the street. The landlord did not

submit any evidence, prior to the hearing, that she provided the tenant with proper notice under the *Act* when she came to the tenant's unit on these dates.

According to the landlord's agent the tenant undermined her authority to maintain the rental unit and building and he addressed her and the contractor with aggression and profane language. The landlord submitted a copy of the bill from the contractor which included a written statement that § 22 could not check tenant told us to leave very aggressive person." The landlord's agent called the police after the tenant approached the contractor on the street.

On November 3, 2008 the landlord stated that she was completing the move-in of a new tenant when the tenant approached her in the hallway. The landlord's agent stated that the tenant was yelling at her and called her a "psycho". The landlord's agent could not give any particulars as to what the tenant was seeking during this confrontation. The landlord submitted a letter from the other tenant who witnessed the incident. This person wrote in her letter that a person the landlord's agent identified as the tenant "...proceeded to yell things and call her a psycho before walking away."

On November 11, 2008 the tenant came to the rental unit of the landlord's agent indicating that he had a leak in his unit. The landlord's agent's apartment is on the third floor and the tenant's unit is on the first floor. The landlord's agent stated that on the way to the tenant's unit she stopped at three other rental units. At two of the rental units the landlord's agent was checking to see if they had a leak and the other apartment she asked the occupant to accompany her to the tenant's unit. When she reached the tenant's unit, she turned the water off at the leak site, in the kitchen, and then went to collect the shop vac to clean up the water. When she returned to the rental unit she stated that the tenant attempted to grab the shop vac from her. She stated that she left to call the police given the tenant's aggressive behaviour. The other occupant remained behind with the shop vac and helped to clean up the water from the leak.

This occupant provided a letter for the landlord as part of this dispute. In this letter the occupant states the landlord's agent requested her help as, "...the tenant in § 22 has been causing problems and she did not want to go alone." It further states that the tenant was yelling at the landlord's agent, claiming that the leak was her fault and it also states that the tenant attempted to grab the shop vac from the landlord's agent. This letter also confirms that she remained in the tenant's rental unit cleaning up the water until the police arrived.

Finally on November 14, 2008 the landlord's agent states that while she was in the laundry room cleaning, the tenant again approached her aggressively and followed her into the parking garage. Once again the landlord's agent did not provide any details of what the tenant was approaching her for but felt concerned enough to call the police again.

The landlord's agent submits that an early end to this tenancy is required because the tenant is continuously harassing the landlord's agent and other tenants, unreasonably disturbing the landlord's agent and other occupants, and jeopardizing the landlord's lawful right to carry out her duties as the resident manager of the rental building.

The tenant states that on October 22, 2008 he did allow the other landlord's representative into his rental unit to turn on the heat, but given the earlier dispute resolution hearing proceedings was not willing to allow the landlord's agent, the resident manager, enter the rental unit. The tenant stated that the landlord's agent arrived at his rental unit without any notice.

On October 30, 2008 the tenant stated that he was awoken by the contractor and the landlord's agent who had come into his rental unit unannounced. He stated that he was asking why they were there and if they could allow him time to get dressed. He stated that he was ignored by the landlord's agent. He requested that they leave and return later. The tenant stated that about half an hour later he approached the contractor on the street and stated that he would not have a problem now if the contractor would come to do the work. The tenant confirmed that the police came to speak to him after this incident and he explained the situation. The tenant submits that the landlord again did not provide any notice that she was coming into his rental unit to complete work.

On November 3, 2008 the tenant stated that he approached the landlord regarding further repairs, which were part of the order from the municipality. He confirms that this conversation took place in the hallway and that the landlord's agent was with another occupant. He submits that the landlord would not acknowledge his questions about further repairs and admitted that when he walked away he muttered that the landlord's agent was a "psycho".

On November 11, 2008 the tenant stated that his kitchen sink began to leak and he could not stop the water. He was reluctant to approach the landlord's agent but he had to since the problem would not resolve. He was concerned about his possessions stored in the cabinets under the kitchen sink which included electronic items. He was frustrated when the landlord proceeded to go to the other units when he had told her it was a leak in the sink and not water from any other area. After the landlord's agent turned the water off and left to bring the shop vac he stated that she placed it in front of the door. He submits that he did not grab the shop vac from the landlord's agent's hands. He states that the landlord's agent would not allow him to use it to clean up the water. He states that the landlord's agent would only allow the other occupant she brought along to use the shop vac. At that point the landlord's agent indicated that she would be calling the police.

The tenant states that after the police arrived they allowed the cleaning to continue until it was finished and suggested that he not involve the landlord's agent in the future. The tenant also questioned the witness statement from the other occupant indicating that if he was so aggressive why she would have remained in the rental unit with him to use the shop vac.

Finally, the tenant stated that on November 14, 2008 he went to the laundry area to do laundry and the landlord's agent was there cleaning. He had received a notice to enter his rental unit on November 12, 2008 and wanted to know when the contractor would be arriving that day. Again, the tenant stated that the landlord's agent ignored his question and he spoke up to ask again given his hearing impairment. He stated that the landlord's agent finally responded that they were not to have contact further to the recommendations of the police. He denied following the landlord's agent into the

parking garage. He submitted that about an hour later the police arrived again and he again explained his version of events.

The tenant's representative submitted that the landlord has failed to meet the required test to end this tenancy early. He submitted that the continued problems and allegations of the landlord are reminiscent to the landlord's previous attempt to end this tenancy based on a personality conflict. The tenant provided further evidence from other tenants who have had similar difficulties with the landlord's agent. The tenant's representative requested that the landlord's application be dismissed.

Analysis:

The landlord has the burden of proof having brought forward this application and the allegations of the landlord's agent. To end a tenancy early pursuant to section 56 of the *Act*, the landlord must show that there is cause to end the tenancy and that it would be unfair and unreasonable to wait for a one month Notice to End Tenancy pursuant to section 56 of the *Act* to take effect.

I have considered the evidence of the landlord and the tenant respecting the incidents described above. I found the evidence of the tenant to be more credible than that of the landlord's agent respecting the isolated events. Although the landlord's agent is firm in her belief that the tenant is threatening her ability to function as the resident manager, her position is not supported when considering all of the facts. The landlord's agent gave vague evidence about each of the above incidents and failed to provide any context in which the tenant was allegedly being aggressive and threatening. I prompted the landlord's agent on several occasions during her testimony to describe why the tenant was allegedly yelling at her or denying access to the rental unit. The landlord's agent provided no evidence of why the tenant was acting in the manner she alleges.

The tenant's testimony provided the context of the circumstances and I accept his evidence regarding the events. For example, for both the November 3rd and 14th incidents, the landlord's agent claimed that the tenant had no reason to approach her and that he was yelling and being aggressive for no reason. I find that this was not the case, as the tenant's evidence confirms he had valid reasons on each occasion to approach the landlord's agent. I find that it is more likely than not that the tenant did not receive any response to his legitimate questions or concerns when he approached the landlord's agent.

The landlord's agent's evidence was also inconsistent with respect to the events of October 29th, 2008. In the landlord's agent's version of events, she characterized the situation such that the tenant chased her and the contractor from the rental unit and out into the street. I do not accept this as the evidence shows that the landlord's agent and the contractor continued on to three other rental units to complete work before going outside the building. I accept the tenant's evidence that he did not approach the contractor until approximately thirty minutes after they left his rental unit.

I find that the landlord's agent has taken the position that she cannot work or interact with this tenant to the point that she cannot reasonably separate her personal position from legitimate issues raised by the tenant. I also find that the landlord failed to provide

any notice, as required by the *Act*, when she went to the tenant's rental unit on October 22nd and 30th, 2008. However, I do find that the tenant has also taken the escalating dispute personally and has also acted inappropriately, such as calling the landlord's agent a "psycho" as shown by the evidence on November 3, 2008. However, personality conflicts are not reasons to end a tenancy. There must be sufficient cause related to the tenancy agreement and a breach of the tenancy agreement. Although it appears that neither party can reasonably work together, I am not satisfied that this is grounds to end the tenancy, especially when the landlord's agent is an active participant in escalating the dispute.

I note that my assessment of these recent events mirror the findings of fact made in the previous dispute brought before the Residential Tenancy Branch. In the decision of October 31, 2008 the Dispute Resolution Office found in part that:

"Clearly there is a personality conflict between the tenant and the building manager, but that does not constitute cause for ending a tenancy. The evidence shows...that the building manager has repeatedly accused tenants other than the applicant of undermining her authority."

The tenant and the landlord's agent can overcome their personality conflict through means such as communicating only in writing. However, the onus is on the landlord's agent to set aside her personal issues and address the tenant's legitimate concerns around the tenancy, such as completing repairs and responding to emergencies.

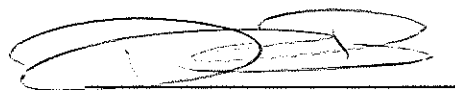
I am not satisfied that the landlord has established cause under the *Act* to end this tenancy based on the incidents submitted. I do not accept the landlord's evidence that the tenant has unreasonably interfered or disturbed the landlord or other occupants, nor prevented the landlord's agent from exercising her job. I am not satisfied that the tenant has intimidated or threatened the landlord's agent. I find that all of these incidents were escalated without sufficient cause by the landlord's agent.

I find that the landlord has failed to establish cause to end this tenancy on a previous application and failed to establish grounds to end this tenancy through this application. The landlord has failed to meet the rigorous burden of proof required to end this tenancy early pursuant to section 56 of the *Act*.

Conclusion:

I deny the landlord's request to end this tenancy early pursuant to section 56 of the *Act*. This tenancy will continue with full force and effect.

Dated December 16, 2008.



D. Bird
Dispute Resolution Officer

Hearing Summary Sheet

Hearing Date: Dec 5/08 Time: 9 AM

File Number: 726537

DRO: BIR

Attendances:

For the Landlord: Intra-Pacific Management -

s.22

swear in.

For the Tenant:

s.22

Casey Smith - counsel.

Service

NTE date: Sept 10/08.

Served ☐ personal ☐ reg mail ☐ posted ☐ other

Landlord

Reg # _____

Application date: Nov 12/08

Served ☐ personal ☐ reg mail ☐ posted ☒ other under door

Tenant

Reg # Accepted that was served 14/08 - Admitted.

Application date: _____

Served ☐ personal ☐ reg mail ☐ posted ☐ other

Reg # _____

Tenancy Started: Dec 1/06

Tenancy Ended: _____

Monthly Rent \$ _____

Due date: _____

Arrears \$ _____

MTM ☐

Fixed term ☐ Expiry date: _____

Security deposit \$ _____ Pet deposit \$ _____

Date paid _____ Date paid _____

Inspection in: _____

Inspection out: _____

S 56 ->

Decision: Landlord ☐ Pick up ☐ Mail ☐ Fax

Tenant ☐ Pick up ☐ Mail ☐ Fax

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

(or other information for delivery to Dispute Resolution Officer prior to a hearing)

File # 726537

ON TIME ☐

LATE ☒

DRO: BIR

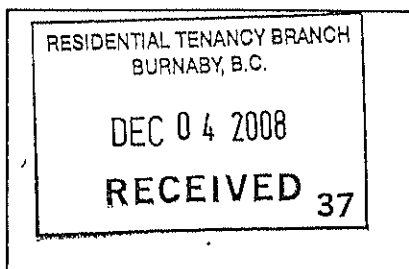
LOCATION: BBY

HEARING DATE: Dec 5 '08 TIME: 9Am

RECEIVED BY: MAIL - ☐ HAND - ☐ FAX - ☒ COURIER - ☐

OTHER (GA) - ☐ _____

SOURCE: LANDLORD - ☐ TENANT - ☒ NOT PROVIDED - ☐



Note: Date Received is the same as Date Submitted if by Hand, Fax, Courier or Email

EVIDENCE PROCESS:

(Check off each box that applies)

Date stamp first page of evidence



Evidence scanned/uploaded to CMS



Audit notes entered



Evidence: Placed in file
Placed in DRO basket/slot
Faxed to DRO
E-mailed to DRO
Housemailed to DRO



Pictures/audio/visual: Placed in file
Sent to DRO (housemail)



TOTAL NUMBER OF PAGES (including cover sheet): 31

Processed and sent to DRO by:

STAFF NAME: s.22 _____

DATE: Dec 4 '08
Month/Day/Year

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Date: December 4, 2008

Pages: 30 (including this cover page)

Fax: 604-660-2363

To: Residential Tenancy Branch, re: File No. 726537

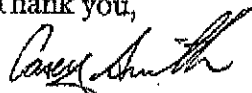
From: Casey Smith, on behalf of the Respondent

s.22

Message:

If you have any problems with this transmission please contact me at 604-827-3551,
or via email at casey@lslap.bc.ca.

Thank you,



Casey Smith
Articled Student

The information contained in this facsimile message is confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone. Thank you for your cooperation.

RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.

DEC 04 2008

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If there is any problem with this transmission, please notify us at (604) 822-5791.

File No. 726537

RESIDENTIAL TENANCY ARBITRATION

Pursuant to the Residential Tenancy Act, R.S.B.C. 2002, Chapter 78
And Regulations thereto

BETWEEN:

INTRA PACIFIC MANAGEMENT

s.22

APPLICANT

AND:

s.22

RESPONDENT

SUBMISSION OF RESPONDENT**OVERVIEW**

1. Intra-Pacific Management (the "applicant") has issued s.22 (the "respondent") with a "Landlord's Application for Dispute Resolution" stamped as received by the Residential Tenancy Branch on November 12, 2008. No section 47 notice has been given to the respondent to date.
2. In the application, the applicant seeks an emergency eviction and possession of the suite on the grounds that the tenant is harassing and interfering with the landlord and other tenants. Further, the applicant alleges that the respondent has prevented the applicant from fulfilling her duties as building manager.
3. There has already been a Dispute Resolution Hearing, conducted October 22, 2008, with a decision rendered October 31, 2008 in favour of the respondent in this matter s.22. Further, the applicant in this instance, also applied for a review of the October 31, 2008 decision. On November 13, 2008, the day after the current application was filed, the review application was dismissed.
4. This matter was to be heard via telephone conference call on November 25, 2008, however an adjournment was granted as the respondent only became aware of the application

and hearing late on November 22, 2008.

FACTS

5. The applicant has already tried to evict the respondent on the same issues that the current application relies on. Rather than a lengthy analysis or explanation of the previous hearing, I have attached to these submissions a copy of the Dispute Resolution Decision of October 31, 2008 and the Review Decision of November 13, 2008, Burnaby File No. 727752.

6. The only new information in the November 12, 2008 application for dispute resolution is a letter from the Building Manager (the applicant) to the City of Vancouver, Licenses and Inspections Department dated November 3, 2008. Two letters from ^{s.22} dated November 11, 2008 and November 12, 2008. The last new item is a letter from ^{s.22} dated October 31, 2008.

ISSUES

7. Is this hearing appropriate given that there has already been a decision on October 31, 2008 and a review of that decision on November 13, 2008 (File No. 727752) and both of those decisions were in favour of the respondent?

8. Has the applicant significantly interfered with or unreasonably disturbed another occupant or the landlord within the meaning of s. 47(1)(d)(i) of the Act?

9. Has the applicant seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant within the meaning of s. 47(1)(d)(ii) of the Act?

RESPONDENT'S POSITION

10. The applicant is attempting through this proceeding to hear matters that have already been dealt with in File No. 727752, Decision dated October 31, 2008, and Review Decision dated November 13, 2008.

11. The only new allegations in this proceeding are that the police were called on two occasions by the applicant as she felt threatened by the respondent. On both occasions the respondent spoke to police and no charges were laid.

12. The applicant is determined to have the respondent evicted from his rental unit. While there is a clearly a personality conflict between the parties, that is not grounds for evicting the respondent. In the circumstances, the parties should be directed to avoid personal contact with each other to the best of their abilities. Communication between the parties from this point on

should be in writing. Any entry into the respondent's suite should only be allowed if proper 24 hour written notice is given and the respondent can be available to supervise any entrance to his suite.

SUBMISSIONS

13. It is noted on page 4, of the October 31, 2008 decision of Dispute Resolution Officer Howell, in the last full paragraph on the page that
- Clearly there is a personality conflict between the tenant and the building manager, but that does not constitute cause for ending a tenancy. The evidence shows that the building manager has had conflicts with several tenants and former tenants, some of those conflicts were no doubt related to the conduct of other tenants, but the submissions of the tenant show that the building manager has repeatedly accused tenants other than the applicant of undermining her authority.
14. We respectfully agree that the root cause of these ongoing problems is a personality conflict between the applicant (the building manager) and the respondent (the tenant).
15. While the applicant submits that she feels threatened and intimidated by the respondent, and has called the police on several occasions, the respondent has never been detained or charged for any of these alleged incidents.
16. The respondent is willing to agree to only contact the applicant in writing, and will avoid personal contact with the applicant to the best of his ability.
17. In the applicant's application, on page 1, last paragraph, it is alleged that the respondent has prevented trades people from entering his suite to effect repairs. The respondent has taken issue with entry to his suite without the required 24 hours notice. The alleged incident with Creative Plumbing on October 30, 2008 did not result in the respondent refusing repairs to his suite as repairs were not undertaken on any of the suites in the building at that time. The respondent asked the applicant and the tradesperson to leave his suite as he was not dressed and not properly prepared to receive them.
18. In the same paragraph on page 1 of the applicant's submissions, reference is made to a letter from "independent witness s 22 The letter referred to deals with issues regarding repairs ordered by the City of Vancouver, and to a conversation that the respondent had with s 22 via telephone on October 30, 2008. The respondent was not threatening or intimidating in either instance. Further, while the respondent refused the applicant entry to his suite on October 22, 2008 to effect repairs, he did allow s 22 to enter the suite to undertake the necessary repairs. s 22 independence is seriously doubted as he appeared as a witness and representative for the applicant at the October 22, 2008 hearing.

19. The letter of November 11, 2008 from ^{s.22} in the applicant's submissions describes events that occurred on November 11, 2008. There was a flood in the respondent's suite. The respondent was concerned that his personal items, and the suite itself were being damaged. The respondent attempted to take a shop vac from the applicant and use it to vacuum up the large amount of water in his suite. The applicant would not let go of the shop vac, so the respondent let go himself. The applicant would only allow ^{s.22} to use the shop vac. Having no other choice, the respondent allowed ^{s.22} entry to his suite to vacuum up the water. During this time, the police were called by the applicant. Police arrived at the scene and the respondent had discussion with them. The respondent was not detained or charged and the police left without taking any action.
20. In the third paragraph of page 2 of the applicant's submissions, she states that the respondent disregarded police advice and immediately attempted to speak with her after the police had left on November 11, 2008. The respondent had in fact gone to the unit of ^{s.22} to ask her if she could let him use the shop vac some more, or to come and do it herself as there was still a great deal of water to be vacuumed in his apartment. ^{s.22} informed the respondent that she would have to talk to the applicant first. The respondent, having heard the applicant's voice in the unit asked ^{s.22} to simply ask the applicant at that moment.
21. In paragraph 4 on page 2 of the applicant's submissions reference is made to a letter from ^{s.22} previous building manager at ^{s.22}. This letter is dated September 26, 2008 and was therefore discoverable before the October 22, 2008 hearing and should have been dealt with at that time. Further, the letter refers primarily to issues of late payment of rent, which was dealt with in the October 31, 2008 decision ^{s.22} gives an opinion of the respondent's behaviour, with no mention of specific incidents.
22. In paragraph 5, on page 2 of the applicant's submissions reference is made to two letters, a November 12, 2008 letter signed by ^{s.22} in which it is stated that the respondent complained to her of bread that was falling down onto his balcony from her balcony. ^{s.22} alleges that the respondent was yelling at her while holding a hockey stick. The respondent did speak to ^{s.22} regarding the bread that he believed was ending up on his balcony as a result of ^{s.22} feeding birds, but he firmly denies that he was threatening in any fashion. The respondent did have a hockey stick that day as he was on his way to play roller hockey with his friends.
23. In the paragraph 5, on page 2 of the applicant's submissions, reference is made to a letter from ^{s.22} dated September 9, 2008. This letter is in regards to an incident on September 5, 2008. This matter was raised and fully addressed in the October 31, 2008 decision on page 3 in the second paragraph. The respondent was present in the suite of another tenant who had just

been evicted but the respondent was found to have done nothing wrong in the suite. There is no inference to be drawn from this event or the letter written by ^{s.22}

24. On page 3 of the applicant's submissions, under the heading "Threats", item number 3 refers to an alleged incident where the respondent approached the applicant outside of her suite. The respondent was simply trying to serve documents on the applicants for the October 22, 2008 hearing. The respondent dropped the submissions inside the applicant's open door so that he could say that he had left the documents with the applicant. It has been difficult at times for the respondent to serve documents on the applicant as he takes any and all steps to avoid him and to refuse service.

25. On page 4 of the applicant's submissions, marked as '3' the applicant alleges that the respondent started shouting at her and calling her names while a new tenant was moving into the building. The respondent had attempted to speak to the applicant to ask her a question, she completely ignored him, as he walked away he admittedly muttered to himself something to the effect that "she is a psycho." The respondent did not act in a threatening or intimidating manner at any point during the October 30, 2008 incident.

26. On page 4 of the applicant's submissions, marked as '5' reference is made to events occurring on November 14, 2008. On that day, the respondent approached the applicant to ask her if a plumber was going to be there to enter his suite before 1pm, as was stated in a notice given to him two days earlier. The applicant would not speak to the respondent and she left. The police were called, they attended ^{s.22} again spoke to the respondent, and again no action was taken by the police.

27. On page 4 of the applicant's submissions, under the heading "Material Breach of Tenancy" item 1, the applicant alleges that it is a material breach of the tenancy agreement to go to the City with complaints about bylaw violations. At paragraph 3 of the November 13, 2008 review decision of Dispute Resolution Officer K. Miller the matter is full addressed by the following quote

"There is nothing in the Act which requires tenants to bring bylaw infractions to the attention of the landlord before reporting those infractions to the city. The letter of response authored by the building manager is irrelevant for the same reason."

All grounds relating to bylaw enforcement orders sent to the applicant by the City of Vancouver were fully dealt with in the November 13, 2008 review decision. If the applicant had waited to receive the review decision of November 13, 2008 before filing this new application, this matter clearly would not be before the Dispute Resolution Officer for the December 5, 2008 hearing.

28. On page 4, item 2 under "Material Breach of Tenancy" the applicant also submits that the respondent has refused her entry to his suite to effect repairs ordered by the City of Vancouver.

The applicant has failed on more than one occasion to comply with the 24 hours notice requirement before entering the respondents suite to make repairs.

29. The respondent takes issue with the applicant entering his suite without being present at the time. Clearly the respondent has reasons to be distrustful of the applicant. Further, the applicant does not undertake repairs herself, but rather, various trades people undertake the repairs. It is not necessary for the applicant herself to enter the respondent's suite to make repairs.

30. On page 5 of the applicant's submissions, listed as '3' the applicant alleges that the respondent "lashed out at me and the prospective tenant" while the applicant was attempting to show the respondent's suite to a prospective tenant. The respondent told the applicant on October 17, 2008, while she was attempting to show his suite to a potential renter, that she could not enter his suite. The applicant had no right to show the respondent's suite to potential renters as the respondent had not been evicted and was entitled to possession of the rental unit.

ORDER SOUGHT

31. The respondent seeks an order dismissing the applicant's application.

32. Further, the respondent seeks an order requiring that any and all communication between the parties be in writing.

33. The respondent seeks and order requiring the applicant to provide 24 hours written notice of intention to enter the respondent's suite to make repairs, and that any such entry only be between the hours of 8am and 5pm so that the respondent can be present during any such entry.

CONCLUSION

34. The applicant is attempting through this proceeding to hear matters that have already been dealt with in File No. 727752, Decision dated October 31, 2008, and Review Decision dated November 13, 2008.

35. The only new allegations in this proceeding are that the police were called on two occasions by the applicant as she felt threatened by the respondent. On both occasions the respondent spoke to police and no charges were laid.

36. The applicant is determined to have the respondent evicted from his rental unit. While there is a clearly a personality conflict between the parties, that is not grounds for evicting the respondent. In the circumstances, the parties should be directed to avoid personal contact with

each other to the best of their abilities. Communication between the parties from this point on should be in writing. Any entry into the respondent's suite should only be allowed if proper 24 hour written notice is given and the respondent can be available to supervise any entrance to his suite.

Dated: December 4, 2008

s.22

Respondent

This submission has been prepared by Casey Smith (UBC Law Students' Legal Advice Program). Phone number: (604) 827-3551, fax number (604) 822-1661.

**Dispute Resolution Services**

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Burnaby File No. 727752
Decision Date: 2008-10-31

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

between

s.22

Tenant(s),

Applicant(s)

and

Intra-Pacific Management and

s.22

Landlord(s),

Respondent(s)

Re: An application pursuant to section 47 of the *Residential Tenancy Act* regarding the rental unit at:

s.22

Vancouver, British Columbia

Date and place of hearing: October 22, 2008, Burnaby.

Date of Decision: October 31, 2008

Attendances:

For the tenant:

s.22

and Michael McCubbin, advocate

For the landlord

s.22



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute codes: CNC

Introduction

This was an application by the tenant seeking an order cancelling a one month Notice to End Tenancy for cause. The hearing was held at the Residential Tenancy Office in Burnaby on October 22, 2008. The applicant and the respondent were given additional time to provide evidence and to respond to late submissions of evidence. The tenant attended and was represented by the named advocate. The landlord was represented on the application by its building manager and by a consultant who also was a witness for the landlord.

Background and evidence

The tenancy began in December 2006 and runs from month to month. The landlord gave the tenant a notice of rent increase that purported to be effective July 1, 2008. The new rent was 632.50 per month. On September 10, 2008 the landlord issued a Notice to End Tenancy for cause seeking to end the tenancy effective October 31, 2008. There are two versions of the Notice; the copy produced by the landlord from her files alleges four grounds, namely:

Tenant is repeatedly late paying rent

Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord

Tenant has engaged in illegal activity that has, or is likely to:

adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

jeopardize a lawful right or interest of another occupant or the landlord

The tenant's copy differed from the landlord's in that it claimed that he had seriously jeopardized the health or lawful right of another occupant or the landlord, but did not allege that he had engaged in illegal activity that has jeopardized a lawful right or interest of another occupant or the landlord.

Although the matter is directly not before me, I note as well that there are two versions of the landlord's Notice of rent increase. The version produced by the landlord was dated 25 April – 2008 and declared a rent increase of \$22.50 payable starting on 01 July, 2008. If the Notice was given April 25, 2008 it should not have been effective until August 1, 2008. The Notice of Rent Increase submitted by the tenant was dated March 12, 2008; it declared a rent increase of \$25.00 (an amount that exceeded the allowable increase) to be payable July 1, 2008. No explanation for this discrepancy was offered at the hearing.

In her written submissions, the landlord's building manager complained that the tenant has been warned numerous times about paying his rent on time. She said that the tenant refused to pay a rent increase beginning in July, 2008 and did not become current until September, 2008. She asserted that the tenant has: "consistently tried to under mind (sic) my authority as building manager." According to the building manager the tenant has addressed her using profanities and obscene language.

It is alleged that on September 5, 2008 the tenant was seen leaving a just vacated vandalized suite in the rental property. The inference was that the tenant had participated in the vandalism. The landlord provided submitted that the tenant had been charged with theft under \$5,000.00 from another tenant.

The landlord submitted two letters, one dated March 3, 2008 and the other dated August 21, 2008. The March 3rd letter demanded payment of rent for March. The August letter noted the tenant paid \$610.00 for August instead of \$632.50. The landlord produced a 10 day Notice for unpaid rent dated March 4, 2008, several bank deposit slips and several rent roll print outs.

The tenant's evidence by way of testimony and written submissions is that although he did fail to pay the landlord's rent increase on several occasions, this was due to the fact that he had provided the landlord with post-dated cheques for the former rental amount; these were negotiated by the landlord, who then complained that he did not pay the full amount of the rent. The tenant noted that the landlord's one written request for the additional rental amount requested that the remainder be paid with the following month's rent.

Concerning the incident of September 4th or 5th, 2008 the tenant stated that he returned to the apartment building late on the evening of September 4, 2008; he saw another tenant moving out of the building. The other tenant, referred to as s.22 had been evicted. The tenant visited with s.22 and some others in the newly vacated rental unit. s.22 did cause some damage to the rental unit when the tenant was present, but the tenant did not aid or abet s.22 and in fact attempted to discourage him. The tenant left the unit but later returned briefly to retrieve a bottle he had left behind.

With respect to the allegation of theft, the tenant pointed out that he had not been charged with theft, but rather with possession of stolen property, namely: a motorbike license plate found on his motorbike which was switched for that of another tenant, leaving the other tenant without a plate. The tenant expressed his innocence; he has, or will enter a plea of "not guilty" to the charge.

The landlord produced a copy of the decision with respect to the tenant s.22 application to cancel a Notice to End his tenancy; some of the grounds for seeking to end s.22 tenancy were that he attempted to undermine the resident manager's authority, called her names and was very demanding.

The tenant produced a statement from former tenants of the rental property who commented that they had unpleasant dealings with the resident manager; she was described as "very argumentative and defensive" when problems were brought to her attention. The tenants described her as quick to anger and they felt bullied and harassed by her. According to the statement they moved out in July, 2008 due to the attitude of the resident manager. The tenant produced a statement from another former

tenant ^{s.22} who stated that the resident manager had accused her of causing trouble and spreading lies about her. She said the resident manager had yelled at her and called her "horrible names".

According to the resident manager all of these individuals were engaged in a conspiracy to undermine her authority.

Subsequent to the hearing the landlord submitted a CD containing photographs of ^{s.22} former rental unit picturing damage therein. ^{s.22}

Analysis and conclusion

During the hearing of this application I noted that the landlord's representative, the building manager was excitable and quick to interject when she heard evidence that she disagreed with; she showed signs of anger upon hearing evidence from the tenant. The tenant on the other hand was soft spoken, rational in his responses and gave no outward display of annoyance at the accusations made against him. I note that even in her correspondence to the tenant the building manager was accusatory in her tone. Portions of her March 3, 2008 letter to the tenant are typed all in capital letters, presumably for emphasis; she accused the tenant of: "PLAYING ALL KINDS OF GAMES AND BLAMING ME THE MANAGER FOR NOT RECEIVING YOUR RENT."

I found the tenant to be more credible in his evidence than the building manager. I accept his testimony that he did not use the profane language ascribed to him by the building manager. Clearly there is a personality conflict between the tenant and the building manager, but that does not constitute cause for ending a tenancy. The evidence shows that the building manager has had conflicts with several tenants and former tenants, some of those conflicts were no doubt related to the conduct of other tenants, but the submissions of the tenant show that the building manager has repeatedly accused tenants other than the applicant of undermining her authority.

I find there to be insufficient evidence that the tenant has been repeatedly late paying rent to uphold the Notice to End Tenancy on this ground. The tenant admittedly failed

to pay the increased rent for some period, but it is not clear on the evidence on how many occasions that occurred. The matter is clouded by the landlord's confusing Notices of Rent Increase. In fact the rent increase may not have been effective until August, 2008. The landlord's deposit slips and rent roll are not evidence of when rent was paid, but rather evidence as to when it was deposited. I do not find that the landlord's evidence has shown the tenant to have been repeatedly late paying rent.

With respect to the remaining grounds for ending the tenancy, I find that the landlord has not shown that the tenant has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord. Apart from the conflict with the building manager upon which I have already commented, I have insufficient direct evidence to substantiate this ground. The evidence does not show that the tenant caused damage to ^{s.22} rental unit and the evidence does not establish that the tenant engaged in any illegal activity. The only evidence as to illegal activity is that a charge has been laid relating to possession of stolen property; the charge is denied by the tenant and apart from the fact of the charge the landlord has presented no evidence to show the tenant to have committed the offence, incorrectly referred to as theft.

For the reasons stated I find that the Notice to End Tenancy for cause dated September 10, 2008 should be set aside and I so order. The tenant is entitled to recover the \$50.00 filing fee paid for this application. The said sum may be deducted from a future installment of rent.

Dated October 31, 2008.


J. Howell
Dispute Resolution Officer

Burnaby File No. 727752
Decision Date: 2008-11-13

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended.

between

Intra-Pacific Management and

s.22

Landlord(s),
Applicant(s) for Review

and

s.22

Tenant(s),
Respondent(s) for Review

Re: An application pursuant to section 79 of the *Residential Tenancy Act* for leave to have a review hearing of a decision of J. Howell, Dispute Resolution Officer, dated October 31, 2008.

Decision: Leave for Review Denied
Original Decision dated October 31, 2008 confirmed

REVIEW DECISION

[1] This is an application for review filed on November 5, 2008 by the landlord for the review of a decision dated October 31, 2008. The applicant relies on section 79(2)(b) of the *Residential Tenancy Act* (the "Act") which provides that the director may grant leave for review if a party has new and relevant evidence that was not available at the time of the original hearing.

[2] The evidence which the applicant submitted with her application consisted of orders from the City of Vancouver requiring the landlord to comply with Standards of Maintenance Bylaws, a letter of response to those orders dated November 3 and authored by the building manager, a letter dated November 3 authored by a s.22 a letter dated November 4 and authored by a s.22 and an invoice dated October 8 from Creative Plumbing and Heating.

- [3] The applicant contends that the orders from the City of Vancouver, which are dated October 22 (the date of the hearing) and 23 prove that the tenant does not cooperate with the manager. While I accept that this evidence is new and was unavailable at the time of the hearing, I find that it is not relevant. There is nothing in the Act which requires tenants to bring bylaw infractions to the attention of the landlord before reporting those infractions to the city. The letter of response authored by the building manager is irrelevant for the same reason.
- [4] In the letter from s.22 another tenant in the building, s.22 states that she witnessed the tenant call the building manager a "psycho." s.22 does not state when this incident occurred. If the incident occurred prior to the hearing, the evidence cannot be considered new and unavailable at the time of the hearing as the landlord could have asked s.22 to write the letter in time to submit it as evidence at the hearing. If the incident occurred after the hearing, the evidence is irrelevant as only incidents which occurred prior to the issuance of the notice to end tenancy would have been considered at the hearing.
- [5] s.22 letter, in which he claims to be unbiased despite having appeared as a witness for the landlord in the hearing, raises questions of procedural fairness. As procedural fairness is not a ground for review, I find the letter to be irrelevant.
- [6] The October 8 invoice from Creative Plumbing and Heating indicates that this company was denied entry into the rental unit by the tenant. There is no explanation as to why this invoice, having been dated two weeks prior to the

3

hearing, was unavailable at the time of the hearing. Further, no evidence was submitted to show that the landlord gave 24 hours written notice of entry pursuant to the Act by which the tenant would have been compelled to admit the repairmen. I find that the landlord has not proven that this evidence was unavailable at the hearing or that it was relevant.

[7] For the above reasons I dismiss the application for leave for review. The original decision dated October 31, 2008 is confirmed.

Dated November 13, 2008.


K. MILLER
Dispute Resolution Officer

P: ~~Counter evidence~~
of character of

October 16, 2008

To Whom It May Concern,

Although I, s.22 cannot say I have been a witness to the specific situations in question pertaining to this case, myself and s.22 had been tenants in the building a s.22 for nearly two years and believe we can vouch for the character of s.22 is a building manager.

We have had difficulties with s.22 in asking for help in dealing with pest control problems in our unit, as well as getting help with other problems which have occurred in our unit. We have found that when these problems were brought to her attention she has become very argumentative and defensive, unwilling to offer any immediate solution, and then has been slow to act to resolve these problems. She is quick to anger when speaking with her, and often placed blame on us as tenants rather than just admitting that these kinds of things happen in an older building and finding a solution. Since our first altercation with s.22 our relationship quickly deteriorated and we felt continually bullied by her and sometimes had felt harassed by her in our own home. We often felt that her actions and words towards us were influenced by her personal dislike for us, and she did not handle situations professionally as a building manager.

From our contact with other neighbours in the building we have learned that some other tenants also felt they have been treated unfairly by s.22 in the same manner, although not all tenants agree. s.22 then told us it was illegal for us to be speaking with other tenants, and for us to stop undermining her authority by doing so. We believe that if s.22 had shown some better tenant/manager relations and communicated with our neighbours and us in friendlier, more professional terms we would still be living in that building today, but as it was we chose to move out in July 2008.

s.22

P: Counter Env
of disturbar

Oct 12, 2008

To Whom it May Concern:

My name is s.22 and
I have been a tenant at
s.22 for 14 years.

I have known s.22
s.22 for several
months. During that
time we have discussed
our concern about the
break and entries in
our apartment building.
I have found Mr.

s.22 to be a
respectful and concerned
neighbour,
s.22 went out of his way
to console a previous
neighbour who was
experiencing the after
effects of Vandalism.

It is my opinion
that s.22 is
a "scrupulous" individ-
ual. Sincerely

s.22

P: Counter evidence
of vandalism

October 20th, 2008

I am writing a statement concerning the incident on September 4th, 2008. I was the owner of apartment s.22 at the time, during which s.22 has been accused of vandalism. I was in the apartment during the entire duration of s.22 visit and he did NOT damage anything in the apartment. At the end of the night s.22 had mentioned to me he had forgotten some of his belongings in my apartment so I gave him permission to enter my apartment to retrieve them. The damage to the apartment was formerly incurred and mainly due to lack of maintenance to the suite; therefore, did not involve s.22 by any means. I can be reached at s.22 for further testimony. My signature is provided below to ensure the truth to my statement.

s.22

Previous owner of apartment

s.22

P: character of

s.22

October 16, 2008

Re:

s.22

Vancouver

To Whom It May Concern:

I am writing this letter as a former tenant of s.22 /ancouver. I lived in suite s.22 of this building for the months of August and September of 2008, and purposely got evicted on October 1st for neglecting to pay my rent.

The reason I went to such extreme measures to escape this living situation was because of the building Manager, s.22 During my short stay at s.22 I experienced a number of problems with s.22

July 30, 2008:

s.22 accused me of causing trouble within the building when I hadn't even moved into my suite yet (this was my moving-in day). I had not met anyone in the building; however s.22 was convinced that I had been spreading lies about her and harassing other tenants by knocking on their doors to talk about her poor management skills. s.22

August 3rd, 2008:

s.22 entered my suite under false pretences. She asked to measure my patio area for repairs, but upon entering my suite, she began to yell at me. She called me horrible names ("liar and whore") and refused to leave my apartment when I asked her to. Once I threatened to call the police, she left.

August 23rd, 2008:

s.22 had been repeatedly phoning my housing references and emergency contacts asking them if I had a dog. I have never had a dog in my suite. She left me a notice saying that she suspected I was fostering animals, and that she would enter my apartment when I was not home. My emergency contacts and housing references were upset about the repeated phone calls and asked me to do something about it. I contacted the police, and told them about her behavior. The police took my statement, and warned s.22 that she was to communicate with me only in writing, was not allowed to enter my suite without my consent, and was to refrain from contacting my emergency contacts or housing references.

September 1st, 2008:

My father had come over on this day to help me attach lattice to the existing fence for privacy. s.22 appeared and told us we had to take it down. I asked her why, and she said that it would have made it difficult for her to access my garden area if she needed to do building maintenance.

I agreed to take it down, and asked s.22 not to talk to my father or I any further, since she had been warned that she was only to communicate with me in writing. She then proceeded to tell my father that "I have difference men over every night and have loud sex", that I am a "whore" and that she wants to evict me from the building:

We contacted the police while she was screaming obscenities outside of my suite, and they took another statement.

I lived with my parents for most of September, because I was too scared to stay in my own home. I had a kitten, which I removed from the apartment, because I s.22 had threatened to come into my suite when I was not home, and I was afraid she would hurt my pet.

The entire time I resided at s.22 I did not have hot water in my kitchen, my refrigerator did not work properly (food would spoil) and I had no heat. I attempted to seek help from the tenancy board, but they did absolutely nothing. I refused to pay my rent on October 1st, and was given 10 days notice. I took this as an opportunity to get as far away from s.22 as possible. I am living on an island at the moment, but I have already spoken with the Vancouver Police about getting a peace bond or restraining order against s.22 once I move back into the city, because I would like to live in the Commercial Drive area.

In my opinion, s.22 is unfit to manage this building. I believe she may suffer from a mental illness, and unless she seeks help, should not be allowed to work with people in such a personal manner. s.22 behavior wasted the valuable time of the Vancouver Police, wasted \$895 of my own money (September's rent when I was too afraid to live in the building), and caused me severe emotional grief.

Sincerely,

s.22

P: show crime
is rampant

14 Oct 08

I got broken into in late Aug. I called the police and the landlord. The police said that they could not do much and the landlord told me that it could of been an inside job and that she was going to fix my back door. I proceeded to tell some of the people on my floor that I got broken into. the next few days went by and I get a phone call from the landlord asking me who I told about the break in and that the only people I should notify was her and the police. I told her I had every right to tell the people that live on my floor about what happens to my place. She then told me if I heard of a guy named S22 from S22 and told me that he could of been involved in the break in. S22 later arrived at my door and we discussed that this same incident happen to him a while back when he first moved in. The landlord does not ~~see~~ want anybody to know about anything that goes on in the building and blames other people that live in the building, till this day she has done nothing to prevent the break ins.

S22

S22



CITY OF VANCOUVER
COMMUNITY SERVICES GROUP
Licences and Inspections
Coordinated By-law Enforcement

HAND DELIVERED

PLEASE REFER TO:
Mrs. C. Robbins
Manager,
Property Use Branch
at 604.873.7563
I.R. No. IR 37111
EN No. 048324

ORDER

October 22, 2008

Razgul Holdings Ltd
1500 Royal Centre
1055 West Georgia Street
P.O. Box 1117
Vancouver, BC
V6E 4N7

Dear Sir/Madam:

RE:

s.22

Following an inspection on October 21, 2008 the District Property Use Inspector reports that the temperature in unit number ^{s.22} in the building at the above location ranged from 16.8 to 17.3 °C, in contravention of the Standards of Maintenance By-law.

Subsection 21.13(b) OR 18.1(1) of the By-law states the heat is to be maintained as follows:

"Between the hours of 8:00 a.m. and 12:00 midnight, at a temperature not lower than 68° Fahrenheit (20° Celsius) measured 60 inches (1.52m) from the floor in the centre of the room, and between the hours of 12:00 midnight and 8:00 a.m. at a temperature not lower than 62° Fahrenheit (16° Celsius) measured 60 inches (1.52m) from the floor in the centre of each room."

For further information please call D. Mueske of this Department at 604.873.7586, between the hours of 8:30 - 9:15 am, Monday to Friday.

Therefore, in accordance with Subsection 23.2 of the Standards of Maintenance By-law, you are **ORDERED TO:**

1. **PROVIDE HEAT AND MAINTAIN IT THEREAFTER AS DESCRIBED ABOVE, WITHIN FORTY EIGHT (48) HOURS OF THE DATE OF THIS ORDER.**

FAILURE TO COMPLY WITH THIS ORDER WILL RESULT IN THIS MATTER BEING REFERRED TO THE CITY PROSECUTOR FOR THE LAYING OF CHARGES. THIS MAY RESULT IN SIGNIFICANT FINES BEING LEVIED AGAINST YOU AND WILL NOT ABSOLVE YOU FROM COMPLYING.

Yours truly,



W. M. Johnston, P. Eng.
City Building Inspector and
Chief Building Official

DM/si

Copy: Razgul Holdings Ltd
401 Kingsway
Vancouver, BC
V5T 3K1

Health Department
✓ #1200-601 West Broadway
Vancouver, BC
V5Z 4C2



CITY OF VANCOUVER
COMMUNITY SERVICES GROUP
Licences and Inspections
Coordinated By-law Enforcement

REGISTERED AND REGULAR MAIL

PLEASE REFER TO:
Mrs. C. Robbins
Manager,
Property Use Branch
at 604.873.7563
I.R. No. UI 37111
EN No. 048324

ORDER

October 23, 2008

Razgul Holdings Ltd
1500 Royal Centre
1055 West Georgia Street
P.O. Box 1117
Vancouver, BC
V6E 4N7

Dear Sir/Madam:

RE:

s.22

Following an inspection on October 21, 2008, the District Property Use Inspector reports that the building at the above location is in contravention of the Standards of Maintenance By-law.

The following deficiencies were observed:

s.22

1. The north facing window does not lock - the window must be repaired.
2. The patio door is out of line and does not lock - the patio door must be repaired.
3. The kitchen faucet is not secured to the counter top - the kitchen faucet must be secured to the counter top.

Therefore, in accordance with Subsection 23.2 of the Standards of Maintenance By-law, you are **ORDERED TO** correct the above deficiencies, as indicated BY **NOVEMBER 6, 2008.**

FAILURE TO COMPLY WITH THIS ORDER WILL RESULT IN THIS MATTER BEING REFERRED TO THE CITY PROSECUTOR FOR THE LAYING OF CHARGES.

**THIS MAY RESULT IN SIGNIFICANT FINES BEING LEVIED AGAINST YOU AND WILL NOT
ABSOLVE YOU FROM COMPLYING.**

Yours truly,



W. M. Johnston, P. Eng.
City Building Inspector and
Chief Building Official

DM/si

Copy: Razgul Holdings Ltd
401 Kingsway
Vancouver, BC
V5T 3K1

Tenant

S.22



CITY OF VANCOUVER
COMMUNITY SERVICES GROUP
Licences and Inspections
Coordinated By-law Enforcement

REGISTERED AND REGULAR MAIL

PLEASE REFER TO:
Mrs. C. Robbins/Manager
Property Use Branch
at 604.873.7563
I.R. No. UI 37111
EN No. 048324

November 4, 2008

Razgul Holdings Ltd
1500 Royal Centre
1055 West Georgia Street
P.O. Box 1117
Vancouver, BC
V6E 4N7

Dear Sir/Madam:

RE:

In reply to a letter dated November 3, 2008 from ^{s.22} Building Manager (on behalf of Razgul Holdings Ltd) enforcement action regarding the outstanding Standards of Maintenance deficiencies will be withheld UNTIL DECEMBER 8, 2008.

It will be necessary for you to comply with our order of October 23, 2008 on or before the above extended date.

This extension of time is final and no further extension will be granted.

Yours truly,

W.M. Johnston, P. Eng.
City Building Inspector and
Chief Building Official

DM/si

Copy: Razgul Holdings Ltd
401 Kingsway
Vancouver, BC
V5T 3K1

Tenant



NOTICE TO ENTER PREMISES

Tenant: s.22Address: s.22

Suite #

Building Name

Address

Municipality/City

This serves as our full and sufficient notification that we will be entering your suite between the hours of 9:00 am/pm and 5:00 am/pm on 14 NOV. 2008, 14. The purpose of entry is as indicated below:

- ☐ routine building inspection
- ☐ showing suite
- ☐ insurance/appraisal for sale of property
- ☒ other (specify):

PLUMBING ISSUESDate 12-NOV-08, 12 Signed: s.22Landlord s.22

Name

Phone: s.22

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

(or other information for delivery to Dispute Resolution Officer prior to a hearing)

File # 726537

ON TIME ☐

LATE ☒

DRO: BIR LOCATION: BBY

HEARING DATE: Dec 05 TIME: 9:00

RECEIVED BY: MAIL - ☐ HAND - ☐ FAX - ☒ COURIER - ☐

OTHER (GA) - ☐ _____

SOURCE: LANDLORD - ☒ TENANT - ☐ NOT PROVIDED - ☐

RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.

DEC 05 2008

RECEIVED 29

Note: Date Received is the
same as Date Submitted if by
Hand, Fax, Courier or Email

EVIDENCE PROCESS:

(Check off each box that applies)

Date stamp first page of evidence ☐

Evidence scanned/uploaded to CMS ☒

Audit notes entered ☒

Evidence: Placed in file ☐
Placed in DRO basket/slot ☒
Faxed to DRO ☐
E-mailed to DRO ☒
Housemailed to DRO ☐

Pictures/audio/visual: Placed in file ☐
Sent to DRO (housemail) ☐

TOTAL NUMBER OF PAGES (including cover sheet): 4

Processed and sent to DRO by:

STAFF NAME: S.22

DATE: Dec 08/2008
Month/Day/Year

NOT Considered
or
reviewed.

5 December 2008

To Mr. Bird

Re: File nr. 726537

Please find enclosed a copy of the 24 hour notice that was given to s.22 and was not submitted to the hearing as I did not think that it would be an issue. It was a hand written notice as I could not include all the information on the standard form that I would usually use.

Please note that it is the same notice that was given to the other tenants. The other tenants did not have a problem with the notice and they did allow the plumber to enter their suite.

If you require any farther clarification, please contact me at your convenience.

s.22

Sincerely,

s.22

24TH OCT-2008

S.22

RE: THERMOSTAT REPAIR

THE PLUMBER WILL BE ON SITE THE 30TH OF OCT. 2008. BETWEEN 11:00AM - 12 NOON. PLEASE BE AVAILABLE TO LET HIM INTO THE SUITE.

THANK YOU,
MANAGER,

S.22

December 4 2008

To Whom it May Concern:

The Landlord & I lost my rent cheque. She then accused me of late payment. After meeting with her to try and rectify the situation, she ~~was~~ called the police and reported me for no good reason.



December 01, 2008

To whom it may Concern,

As of September 19, 2008 s.22 bail order was amended by the judge, and was not obligated to report to this Probation Officer any longer.

On October 21, 2008 I received a telephone call from s.22 Apartment Manager who called and stated that she was being verbally intimidated by the client because she had given him eviction notice for the end of October, and was going to court to legally enforce the eviction. s.22 also stated that the client has always been intimidating to her during his 2 years as a tenant in the building, by doing things such as playing loud music.

This writer believes s.22 contacted s.22 Probation Officer, in an attempt to have s.22 breached for failing to "Keep the peace and be of good behavior". This writer suggested the caller contact Community Policing located on Commercial Drive as s.22 was no longer bound by a reporting bail court order as of September 19, 2008.

Sincerely,

David Chow
Probation Officer
604-775-1518

Protect Communities, Reduce Reoffending

Ministry of
Public Safety and
Solicitor General

Corrections Branch
Community Corrections and
Corporate Programs Division

Mailing Address:
2nd Floor
1311 Commercial Drive
Vancouver, BC V5L 3X5

Telephone: 604-660-9343
Direct: 604-775-1518
Facsimile: 604-660-0674

November 25, 2008

RESPONDENT:

s.22

APPLICANT:

INTRA PACIFIC MANAGEMENT

s.22

NOTICE OF A DISPUTE RESOLUTION HEARING

Concerning premises at:

s.22

VANCOUVER BC

File No. 726537

A date has been set for a hearing to resolve the dispute described in the attached Application.

TIME: Friday, December 5, 2008 at 09:00 AM
(Pacific Time)

Place: Residential Tenancy Branch Burnaby
4th Floor
5021 Kingsway
Burnaby BC V5H 4A5

You or your agent, and witness, should be available at the date and time shown. A FINAL AND BINDING ORDER OR DECISION TO RESOLVE THIS MATTER MAY BE MADE EVEN IF YOU CHOOSE NOT TO PARTICIPATE IN THE HEARING.

The Residential Tenancy Branch Rules of Procedure apply to these proceedings. You can get a copy of the Rules by contacting the Residential Tenancy Branch, a Government Agent office, or BC Access Centre. You can find the Rules online at <http://www.rto.gov.bc.ca/>

Before the hearing date, both the Applicant and Respondent must give each other, and the Residential Tenancy Branch, a copy of all their evidence. The deadlines for evidence are in the attached hearing package.

Attachments: Originating Application
Hearing Information Sheets

for DIRECTOR
Residential Tenancy Branch

**Ministry of Housing and Social
Development**

Residential Tenancy
Branch

Mailing Address:
PO Box 9298 Stn Prov Govt
Victoria BC V8W 9J8

Telephone: 250-356-9901
Toll Free: 1 800 665-8779
Facsimile: 1 866-341-1269

Office of Housing and Construction
Standards

HEARING SUMMARY SHEET

File No. 726537 Date of Hearing: Nov. 25 2008 DRO: MIL
Start Time: 8:30 Finish Time: _____

Parties Sworn: ☐

PRELIMINARY INFORMATION:

For the Applicant (L-Landlord; T-Tenant W- Witness; C-Counsel)	For the Respondent (L-Landlord; T-Tenant W- Witness; C-Counsel)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SERVICE

NTE served on _____ by ☐ reg mail ☐ personal service ☐ posting ☐ other _____
Hearing docs served on _____ by ☐ reg mail ☐ personal service ☐ other _____

TENANCY DETAILS

Tenancy Started: _____ Ended: _____ MTM _____ or Fixed until _____

Signed Tenancy Agreement: _____ in file? _____

SD Amount: \$ _____ Date Paid: _____

Monthly Rent: \$ _____ Payable on the _____ of ea mo.

Arrears of Rent: \$ _____

Condition Inspection Report? Date - Move in _____ Move Out _____

Notice of Final Opportunity given? _____

Forwarding address given on _____

*Adjournment
granted;
T just rec'd
hearing docs
yesterday*

DELIVERY OF DECISION: Landlord Pick Up: _____ or mail _____
Tenant Pick Up: _____ or mail _____

Alternate Addresses:

Landlord: _____

Tenant: _____

Reschedule F2F

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Burnaby File No. 727752
Decision Date: 2008-10-31

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

between

s.22

Tenant(s),

Applicant(s)

and

Intra-Pacific Management and

s.22

Landlord(s),

Respondent(s)

Re: An application pursuant to section 47 of the *Residential Tenancy Act* regarding the rental unit at:

s.22

Vancouver, British Columbia

Date and place of hearing: October 22, 2008, Burnaby.

Date of Decision: October 31, 2008

Attendances:

For the tenant

s.22

and Michael McCubbin, advocate

For the landlord:

s.22

*Previous
Hearing*

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute codes: CNC

Introduction

This was an application by the tenant seeking an order cancelling a one month Notice to End Tenancy for cause. The hearing was held at the Residential Tenancy Office in Burnaby on October 22, 2008. The applicant and the respondent were given additional time to provide evidence and to respond to late submissions of evidence. The tenant attended and was represented by the named advocate. The landlord was represented on the application by its building manager and by a consultant who also was a witness for the landlord.

Background and evidence

The tenancy began in December 2006 and runs from month to month. The landlord gave the tenant a notice of rent increase that purported to be effective July 1, 2008. The new rent was 632.50 per month. On September 10, 2008 the landlord issued a Notice to End Tenancy for cause seeking to end the tenancy effective October 31, 2008. There are two versions of the Notice; the copy produced by the landlord from her files alleges four grounds, namely:

Tenant is repeatedly late paying rent

Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord

Tenant has engaged in illegal activity that has, or is likely to:

adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

jeopardize a lawful right or interest of another occupant or the landlord

The tenant's copy differed from the landlord's in that it claimed that he had seriously jeopardized the health or lawful right of another occupant or the landlord, but did not allege that he had engaged in illegal activity that has jeopardized a lawful right or interest of another occupant or the landlord.

Although the matter is directly not before me, I note as well that there are two versions of the landlord's Notice of rent increase. The version produced by the landlord was dated 25 April – 2008 and declared a rent increase of \$22.50 payable starting on 01 July, 2008. If the Notice was given April 25, 2008 it should not have been effective until August 1, 2008. The Notice of Rent Increase submitted by the tenant was dated March 12, 2008; it declared a rent increase of \$25.00 (an amount that exceeded the allowable increase) to be payable July 1, 2008. No explanation for this discrepancy was offered at the hearing.

In her written submissions, the landlord's building manager complained that the tenant has been warned numerous times about paying his rent on time. She said that the tenant refused to pay a rent increase beginning in July, 2008 and did not become current until September, 2008. She asserted that the tenant has: "consistently tried to under mind (sic) my authority as building manager." According to the building manager the tenant has addressed her using profanities and obscene language.

It is alleged that on September 5, 2008 the tenant was seen leaving a just vacated vandalized suite in the rental property. The inference was that the tenant had participated in the vandalism. The landlord provided submitted that the tenant had been charged with theft under \$5,000.00 from another tenant.

The landlord submitted two letters, one dated March 3, 2008 and the other dated August 21, 2008. The March 3rd letter demanded payment of rent for March. The August letter noted the tenant paid \$610.00 for August instead of \$632.50. The landlord produced a 10 day Notice for unpaid rent dated March 4, 2008, several bank deposit slips and several rent roll print outs.

The tenant's evidence by way of testimony and written submissions is that although he did fail to pay the landlord's rent increase on several occasions, this was due to the fact that he had provided the landlord with post-dated cheques for the former rental amount; these were negotiated by the landlord, who then complained that he did not pay the full amount of the rent. The tenant noted that the landlord's one written request for the additional rental amount requested that the remainder be paid with the following month's rent.

Concerning the incident of September 4th or 5th, 2008 the tenant stated that he returned to the apartment building late on the evening of September 4, 2008; he saw another tenant moving out of the building. The other tenant, referred to as § 22 had been evicted. The tenant visited with § 22 and some others in the newly vacated rental unit § 22 did cause some damage to the rental unit when the tenant was present, but the tenant did not aid or abet § 22 and in fact attempted to discourage him. The tenant left the unit but later returned briefly to retrieve a bottle he had left behind.

With respect to the allegation of theft, the tenant pointed out that he had not been charged with theft, but rather with possession of stolen property, namely: a motorbike license plate found on his motorbike which was switched for that of another tenant, leaving the other tenant without a plate. The tenant expressed his innocence; he has, or will enter a plea of "not guilty" to the charge.

The landlord produced a copy of the decision with respect to the tenant § 22 application to cancel a Notice to End his tenancy; some of the grounds for seeking to end § 22 tenancy were that he attempted to undermine the resident manager's authority, called her names and was very demanding.

The tenant produced a statement from former tenants of the rental property who commented that they had unpleasant dealings with the resident manager; she was described as "very argumentative and defensive" when problems were brought to her attention. The tenants described her as quick to anger and they felt bullied and harassed by her. According to the statement they moved out in July, 2008 due to the attitude of the resident manager. The tenant produced a statement from another former

tenant, § 22 who stated that the resident manager had accused her of causing trouble and spreading lies about her. She said the resident manager had yelled at her and called her "horrible names".

According to the resident manager all of these individuals were engaged in a conspiracy to undermine her authority.

Subsequent to the hearing the landlord submitted a CD containing photographs of § 22 former rental unit picturing damage therein.

Analysis and conclusion

During the hearing of this application I noted that the landlord's representative, the building manager was excitable and quick to interject when she heard evidence that she disagreed with; she showed signs of anger upon hearing evidence from the tenant. The tenant on the other hand was soft spoken, rational in his responses and gave no outward display of annoyance at the accusations made against him. I note that even in her correspondence to the tenant the building manager was accusatory in her tone. Portions of her March 3, 2008 letter to the tenant are typed all in capital letters, presumably for emphasis; she accused the tenant of: "PLAYING ALL KINDS OF GAMES AND BLAMING ME THE MANAGER FOR NOT RECEIVING YOUR RENT."

I found the tenant to be more credible in his evidence than the building manager. I accept his testimony that he did not use the profane language ascribed to him by the building manager. Clearly there is a personality conflict between the tenant and the building manager, but that does not constitute cause for ending a tenancy. The evidence shows that the building manager has had conflicts with several tenants and former tenants, some of those conflicts were no doubt related to the conduct of other tenants, but the submissions of the tenant show that the building manager has repeatedly accused tenants other than the applicant of undermining her authority.

I find there to be insufficient evidence that the tenant has been repeatedly late paying rent to uphold the Notice to End Tenancy on this ground. The tenant admittedly failed

to pay the increased rent for some period, but it is not clear on the evidence on how many occasions that occurred. The matter is clouded by the landlord's confusing Notices of Rent Increase. In fact the rent increase may not have been effective until August, 2008. The landlord's deposit slips and rent roll are not evidence of when rent was paid, but rather evidence as to when it was deposited. I do not find that the landlord's evidence has shown the tenant to have been repeatedly late paying rent.

With respect to the remaining grounds for ending the tenancy, I find that the landlord has not shown that the tenant has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord. Apart from the conflict with the building manager upon which I have already commented, I have insufficient direct evidence to substantiate this ground. The evidence does not show that the tenant caused damage to J's rental unit and the evidence does not establish that the tenant engaged in any illegal activity. The only evidence as to illegal activity is that a charge has been laid relating to possession of stolen property; the charge is denied by the tenant and apart from the fact of the charge the landlord has presented no evidence to show the tenant to have committed the offence, incorrectly referred to as theft.

For the reasons stated I find that the Notice to End Tenancy for cause dated September 10, 2008 should be set aside and I so order. The tenant is entitled to recover the \$50.00 filing fee paid for this application. The said sum may be deducted from a future installment of rent.

Dated October 31, 2008.

J. Howell
Dispute Resolution Officer

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

(or other information for delivery to Dispute Resolution Officer prior to a hearing)

File # 726537

ON TIME ☐

LATE ☒

oneday

DRO: ML

LOCATION: BBY

HEARING DATE: Nov 25, 08 TIME: 08:30

RECEIVED BY: MAIL - ☐ HAND - ☒ FAX - ☐ COURIER - ☐

OTHER (GA) - ☐

SOURCE: LANDLORD - ☒ TENANT - ☐ NOT PROVIDED - ☐

RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.

NOV 18 2008

RECEIVED 11

Note: Date Received is the
same as Date Submitted if by
Hand, Fax, Courier or Email

EVIDENCE PROCESS:

(Check off each box that applies)

Date stamp first page of evidence: ☒

Evidence scanned/uploaded to CMS: ☐

Audit notes entered: ☒

Evidence: Placed in file ☒
Placed in DRO basket/slot ☐
Faxed to DRO ☐
E-mailed to DRO ☐
Housemailed to DRO ☐

Pictures/audio/visual: Placed in file ☐
Sent to DRO (housemail) ☐

TOTAL NUMBER OF PAGES (including cover sheet): 27

Processed and sent to DRO by:

STAFF NAME: _____

S22

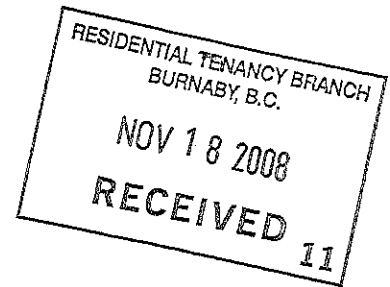
DATE: Nov. 18/08
Month/Day/Year

Dispute Resolution Hearing

BETWEEN:

Intra-Pacific Management and s.22 (landlord)

AND: s.22 (tenant)



1. Intra-Pacific Management and s.22 are seeking to end the tenancy early and to obtain an order of possession.
2. The Manager maintains that the tenant s.22 continuously harasses the manager s.22 and other tenants. The tenant significantly interferes and unreasonably disturbs the manager and other tenants.
3. The tenant jeopardizes the manager's lawful right and prevents her from doing her job without fear of intimidation.

I feel that it is absolutely necessary to give early end of notice to s.22 s.22 His threatening and violent behavior and constant harassment towards me as the manager has become more frequent, aggressive and frightful to the extent that I do not feel safe in my work place. I have been feeling harassed by s.22 since I took over this job as a full time manager in October 2007.

I am the manager of a sixty suite apartment building, who lives and works on premises. The tenant (s.22 on every occasion has been abusive, threatening, intimidating and has prevented me from doing my job (e.g. renting, bringing in trades personnel, on an emergency situation, implementing City orders, moving new tenants in). See letter from s.22 dated November 3rd.

His aggressive, behavior is recorded on several occasions and witnessed by tenants, tradesman and even a potential renter. He has prevented me from doing my job in his suite several times by not permitting me to bring in trades personnel. s.22 look it so personally that he frequently states he will have me fired. See copy of letters from Creative Plumbing, letter from independent witness s.22 dated November 11th.)

I find myself victimized by this tenant, as he makes me feel threatened to the point that I had to call the Police several times out of fear of him (Police file no. VPD# s.22

The police have advised me not to open the door to s.22 The police told s.22 to contact me by phone only and only if necessary. The police have previous knowledge of s.22 and told me not to have any dealings or contact with him alone.

He proved not to be scared of the Police as he totally disregarded the warning he was given to stay away and not to contact me unnecessarily, or to come to my door. Immediately after the police left, he followed me up to another tenant's door and told the tenant that "I know she is there".

Subsequent to him contacting the owners, I had been also advised by my employer to be very careful with my dealings with him as he sounded irrational to them. I am fearful of my safety of this man. I am fearful of him because his behavior has only shown abuse and violence towards me.

The previous manager warned me about his capacity to violence, as he has seen it when s.22 used excessive force to retain someone in the street whom he thought was breaking into his suite. He has also been un-cooperative with him. See letter dated September 26th by s.22 s.22

I also like to make it clear that s.22 has disturbed and frightened other female tenants in the building by holding a hockey stick in his hand while complaining and shouting at one of them. These tenants have provided written statements to this effect. See letters from s.22 dated 12 of November and letter from s.22 dated September 9th.

Police has advised me that there is a probable case to pursue a criminal harassment charge against him and will advise and work with me on this matter so as to obtain some kind of restrain order.

THREATS

1. I felt threatened when ^{s.22} sent someone unidentified non-resident male to my door on 10:30pm October with false pretext. See letter of witness dated police has attended and advised the individual not to contact the manager again.
2. I felt physically threatened when he aggressively tugged several times and pulled a vacuum out of my hand and preventing me from using it (see letter from witness ^{s.22} November 11th)
3. On October 21, 2008 at 11:00pm I was in the hallway just about to enter my apartment; ^{s.22} was hastily approaching my suite I was very worried seeing him late at night being alone in the hallway so I grabbed my cat from the hallway and ran into my suite and tried to close the door. ^{s.22} had enough time to reach me and pushed the door open and threw some papers work at me and cursed at me. I have more concerns for my physical safety as he can appear anywhere and any time in the building. He lives on the ^{s.22} floor. I had seen him other times on my floor. Each time I see him in my floor I am afraid of him as I don't know why he is there.

INTIMIDATION

1. He demonstrated his anger towards me and started to intimidate and harass me around February/ March of this year. My involvement with the police over him having another tenant's license plate on his motorbike has angered him very much. He stopped me on the street and demanded me to answer him about why was the Police called as the incident resulted in the Police having his motorbike towed away. At this time verbally shouted at me used insulting words and gestured with his hand and finger.
2. A similar incident occurred when another tenant reported that the license plate of her car was on ^{s.22} vehicle. The tenant advised me that Avery was arrested and charged for this second incident. ^{s.22} intimidation and threats toward me have escalated since this second incident and after having had served him an end of tenancy notice.
3. August 24th, Sunday afternoon he used foul language by calling me on the phone and called me names because of his rent increase. He seems to find me unexpectedly and seems to know where I will be in the building and

entry. See Creative plumbing letter and his aggressive behavior has been witnessed and documented.

3. While performing my duties of renting he again lashed out at me and the prospective tenant telling her not to rent in this building and maligning me and the building. See letter by potential renter s.22
October 17th.

4. Confronting tenants in the building with complaints rather than addressing them to the manager is also a proof of s.22
aggressive behavior that has frightened the tenant. See letter dated
Nov 12th by s.22

EVIDENCE SUPPORTING THE CLAIM

1. Two orders from the city from the City of Vancouver by laws and inspections
2. Creative Plumbing work order
3. Extension of City Order (November 3rd)
4. Letter from s.22 (dated November 3rd)
5. Letter from s.22 (dated November 11th)
6. Letter from s.22 (dated November 12th)
7. Letter from s.22 dated October 17th)
8. Letter from s.22 dated October 9th
9. Police file nr:
10. Police file nr:
11. Letter from s.22 (dated October 31st)
12. Letters of Material Breach of Tenancy
13. Documents relating to his arrest/ tenants letter about the incident
14. Letter from previous manager s.22 Sep 26th



CITY OF VANCOUVER
COMMUNITY SERVICES GROUP
Licences and Inspections
Coordinated By-law Enforcement

✓
REGISTERED AND REGULAR MAIL

PLEASE REFER TO:
Mrs. C. Robbins
Manager,
Property Use Branch
at 604.873.7563
I.R. No. UI 37111
EN No. 048324

ORDER

October 23, 2008

✓ Razgul Holdings Ltd
1500 Royal Centre
1055 West Georgia Street
P.O. Box 1117
Vancouver, BC
V6E 4N7

Dear Sir/Madam:

RE:

s.22

Following an inspection on October 21, 2008, the District Property Use Inspector reports that the building at the above location is in contravention of the Standards of Maintenance By-law.

The following deficiencies were observed:

Unit #101

1. The north facing window does not lock - the window must be repaired.
2. The patio door is out of line and does not lock - the patio door must be repaired.
3. The kitchen faucet is not secured to the counter top - the kitchen faucet must be secured to the counter top.

Therefore, in accordance with Subsection 23.2 of the Standards of Maintenance By-law, you are **ORDERED TO** correct the above deficiencies, as indicated BY **NOVEMBER 6, 2008.**

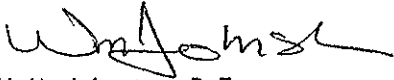
FAILURE TO COMPLY WITH THIS ORDER WILL RESULT IN THIS MATTER BEING REFERRED TO THE CITY PROSECUTOR FOR THE LAYING OF CHARGES.

Q:\Correspondence\Standards of Maintenance\2008Archives\10 - October\1777 FrancesSt14dayOrder.doc

City Hall 453 West 12th Avenue Vancouver BC V5Y 1V4 vancouver.ca

THIS MAY RESULT IN SIGNIFICANT FINES BEING LEVIED AGAINST YOU AND WILL NOT
ABSOLVE YOU FROM COMPLYING.

Yours truly,



W. M. Johnston, P. Eng.
City Building Inspector and
Chief Building Official

DM/si

Copy: Razgul Holdings Ltd
401 Kingsway
Vancouver, BC
V5T 3K1

Tenant

s.22

☒ **RESIDENTIAL**☒ **COMMERCIAL**☒ **INDUSTRIAL**

INVOICE NO.

CHARGE TO:	
ADDRESS	
PHONE NO.	INVOICE DATE / /

JOB NO. 40723		CUSTOMER P.O.		QTY	STK/INV	MATERIALS USED		AMOUNT
JOB NAME INTRA - Pacific						Will NEED		
JOB ADDRESS						8 HR'S TO		
CALLED IN BY		PHONE				REPLACE +		
WORK DESCRIPTION						Misc fitting's		
COULD NOT CHECK								
TENANT, TOLD US TO								
LEAVE. VERY AGGRESSIVE								
PERSON								
NEED'S NEW ZONE								
VALUE.								
NEED'S NEW ZONE								
VALUE.								
NEED'S NEW ZONE								
VALUE.								
NEED'S NEW ZONE								
VALUE.								
All Zone Value's Acc								
MONEYWELL				MATERIAL SUB TOTAL				
WORK AUTHORIZED BY X				MISCELLANEOUS SHOP SUPPLIES				
SIGNATURE				OTHER				
SERVICEMAN	DATE	IN	OUT	TRAVEL TIME	TOTAL	SALES TAX		
	30-10-08	11:00	12:00	45	1.5	S.T.	MAN HOURS @ TOTAL	
						O.T.	MAN HOURS @ TOTAL	
						S.T.	MAN HOURS @ TOTAL	
						O.T.	MAN HOURS @ TOTAL	
						S.T.	MAN HOURS @ TOTAL	
						O.T.	MAN HOURS @ TOTAL	
Ownership Or Title of This Merchandise Is the Property of Creative Plumbing & Heating LTD. Until the Invoice is Paid in Full						MATERIALS SUBJECT TO MANUFACTURER'S WARRANTY		
PLEASE PAY THIS AMOUNT								\$

2% PER MONTH CHARGED ON OVERDUE ACCOUNTS / PLEASE REMIT FROM THIS INVOICE

November 3rd, 2008

ATTENTION : Mrs. C. Robbins or Daren Mueske,

City of Vancouver, Licences and Inspections,

RE: s.22

Dear Madam/Sir,

As per our conversation, please regard this letter as a request for an extension of your order dated October 23, 2008. Please find enclosed a copy of the following:

- 1) Your order pertaining to the above mentioned property and suite.
- 2) A copy of the eviction notice for the tenant.
- 3) A copy of a work order from Creative Plumbing and Heating. It indicates the tenant refused entry into the suite and was non cooperative. Further he has stated that he will not allow the Manager to enter the premises.

As you are aware, the tenant refuses to allow myself and tradesmen to perform the work in his suite. We are still waiting for the decision from the RTB to learn the date of vacancy. We have been informed that the arbitrator can take up to thirty days to render a decision. Therefore, if you would extend the term of your order for at least that period of time it would be greatly appreciated. Thank you for your attention and assistance in this matter.

Yours truly

s.22

Building Manager

November 03, 2008

This is a letter to confirm that I witnessed
a man (who ^{s.22} told me was named ^{s.22}
approach my apartment as I was moving in.
He saw that ^{s.22} was with me and
proceeded to yell things and call her "a psycho"
before walking away.

Signed

s.22

Nov. 11/08

At around 4:15 pm there was a knock at the door and it was the landlord ^{s.22}. She asked me if there was a leak or a water problem in my apartment ^{s.22}. I told her no and she explained to me that there was a leaking problem in Apt. ^{s.22} and could I please come with her because the tenant in ^{s.22} has been causing problems and she did not want to go alone. So I went with ^{s.22} to Apt ^{s.22} first to ask if they had a leak and he said no so then we went to ^{s.22}. As soon as we got there the tenant had water all over the kitchen counter, floor and out into the hallway of his apartment. The tenant ^{s.22} was very aggressive and started yelling at ^{s.22} that this was done to him on purpose and that his electronics underneath his counter top (in lower cupboards) were ~~few~~

destroyed and that she
was responsible to replace them.

was trying to check the Kitchen
sink (where the water was coming from)
and shut his water off. While all
of this was going on the tenant was
swearing and talking down to

left to go get a shop vac to
suck up all the water when she
came back

tried to pull the
vacuum out of her hands and

started yelling at that
she can not handle being a landlord
that he won his arbitration
and that he was going to have her
replaced. said she was not

going to deal with him yelling
and screaming and swearing and
she was going to call the police.
I stayed with the shop vac and
tried to suck up as much water
as possible until the police came.

I am ~~a~~ writing this to let ^{s.22} Know
that ^{s.22} has come to
my Apt on ~~my~~ many occasions to
complain first about me throwing bread
to the birds which fell on his balcony
and made a mess. Then at the beginning
of last month he came to my door asking
if I have any problems with the landlord
to help him with his court, then he
came a few more times to let me know
what was happening with his court process.
A few days before halloween he came to
my door with a hockey stick in his hand
yelling at me about a piece of bread on
his balcony (that was not from me) and
that scared me. Then a few days later
he came back to apologise for acting
the way he did and to tell me he
won his court case.

October 17, 2008

To Whom it May Concern,

This is a statement to explain my perspective of my experience with s.22 and the s.22 tenant that she has evicted. I am unfamiliar with the circumstances of the eviction and can only give my perspective of my interaction with the tenant and the caretaker, s.22 who too me to view his suite.

I met with s.22 to view a one-bedroom apartment that was advertised for rent for November 1st. After viewing that suite I asked if she had any s.22 coming up for rent. She said she did because of the eviction of the s.22 tenant. I asked to see the suite. She said we may not be able to see it if he doesn't give us permission to view it because they're still sorting out the eviction.

When we arrived at the suite, s.22 knocked and asked him if she could show the suite to me. He asked us to wait. When he came back instead of saying no or refusing to show the suite, he questioned her right to show the suite at all. While I stood there waiting to find out if he was going to give us permission to view the suite he said that she had no right to ask, he said she was harassing him by coming by, he accused her of harassing other tenants, he accused her of slandering him about perpetrating crimes on the property, he then told me that I'd be making a big mistake by renting in this building. Asked him why he wanted to stay since he thought I'd shouldn't rent there. He had no answer. } (X)

s.22 told him that she was simply asking his permission to show the suite and we left.

Again, I don't know this tenant and I am unfamiliar with the circumstances surrounding the eviction. This statement is simply meant to relate what was said during that interaction.

s.22

On Friday September 5th 2008 at about 10:00 in the evening I heard loud banging noises, along with loud voices coming from next door suite ^{s.22}. I knew the neighbour ^{s.22} had to move, so I thought it was furniture being bumped during his move. I heard for sure 2 male voices talking very loud, yahooping like a party, this went on for a while. Then the banging noises got much louder as if something being broken with very loud screaming at the same time. Loud voices in the hallway too, heard 1 female voice too, in the Suite. About 1/2 hour later I looked out my livingroom window, I opened the curtain and a tall white man with a camera was standing right there. I asked him what he was doing there, he said he just met ^{s.22} tonight for some drinks, and ^{s.22} asked him to take some pictures of his suite. He asked me if I had any problems with security of my my suite, meanwhile looking through my window at the bars on window and at my Apt. back door. He asked about my sliding door, how did it lock. I was feeling scared about this man outside my window with all these questions, so I said that's enough and shut the window and curtain. I phoned my partner to tell him what just happened, he told me to phone the Police but

opened the door and came out. I asked where is ^{s.22} he said he left already. I asked him why he was in that suite. He said he was taking pictures of the suite. I told him I was wanting to talk with ^{s.22} about his story. And that I thought it was strange for him to be standing outside my window like that. He said well I sure hope you don't think I'm a Peeping Tom, because I'm not, in a upset raised tone. He said he lived in ^{s.22} and was having security problems too, and so was another suite on ^{s.22}. He said I sure hope you don't tell ^{s.22} about this, because he was having problems with her. He made me feel nervous so I said I don't want no problems and walked away to my suite.

September 9th, 2008

Contact Vancouver Police Victim Services: 604-717-2737
to receive information concerning:

- ◆ The Victims of Crime Act and services available to you
- ◆ Compensation for criminal injury
- ◆ How the criminal justice system works, the status of the police investigation and the court case
- ◆ The administration of the offender's sentence
- ◆ Your rights to privacy

INCIDENT NUMBER

s.22

vPD #

s.22

October 31, 2008

To whom it may Concern:

The following is my recollection from notes regarding two incidents regarding the property at
s.22 Vancouver. I certify that the statements are true and accurate to the best of my
s.22 recollection. These statements are made without prejudice.

October 22, 2008

I received a call from s.22 She informed me that she had just received a hand delivered notice
from the City of Vancouver. The order was concerning the heat in suite s.22 I told her that I was in the
area and would stop by to read and discuss the order with her. Upon reading the order I told s.22
that it should be dealt with immediately. It was approximately 6:00 pm and s.22 called the tenant
s.22 and told him that I wanted to come down and see him. I then went to suite s.22 with
s.22 who was prepared to turn on the heat register. Upon s.22 opening the door, he said that he
was not prepared to allow s.22 to enter the suite in order to comply with the order. I told s.22 that
in refusing to allow s.22 access to the suite, he was preventing her compliance with the order. Further
that it was his doing that the order was issued to begin with. I told him that the manager has a legal
right to enter his suite. To this s.22 replied "I don't care she cannot come in."

October 30, 2008

Today I received a telephone call from s.22 (tenant in s.22 He called for
the phone number of the management company's telephone number. I told him that I did not have it as
I was engaged in some other matter. He then started to say that he did not want to have any further
contact or dealings with the resident manager s.22 He stated that he was going to win the
arbitration hearing. He also said that "I do not trust s.22 and will not allow her into his suite. He said
"she tried to get in with a plumber, I would not let them in because 24 hour notice is not enough. She
has to give me 48 hours notice." I told him that he should confirm the rules and regulations with the
RTB as 24 hour written notice was what was required. In addition, the manager has every legal right to
enter a suite for emergencies and repairs. To which he responded "I don't care and you are just
ridiculous." At this point I wished him a pleasant evening and terminated the call. Should you require
any further details please contact me at s.22

Sincerely

s.22

s.22

October 23 2008

s.22

Re: Material Breach of Tenancy

I like to notify you that you are in material breach of your Tenancy agreement. I have come to your apartment on the 22nd of October; to comply with the (48 hour) City Order and turn on the heat in the apartment and you have refused entry. This is in violation of the tenancy act.

Sincerely,

s.22

Resident Manager

October 30 2008

s.22

Re: Second notice of Material Breach of Tenancy

I have come with the plumber today after giving you 24 hours notice to follow up with the City Order and fix your thermostat and to check the sink. You have been very aggressive with me and the plumber and chased us out of your apartment and followed us afterwards into the street.

You have been advised in the past that not letting in the Manager to do work in your unit is a Material Breach of your Tenancy. This is the second time that you refused entry. Your co-operation is required and necessary for the maintenance of the rental unit.

Thank you,

s.22

Manager

Oct. 1 2008

Hi s.22

Following up our conversation earlier this month, I'm enclosing a copy of my statement to the police about the theft of my license insurance tag, plus a copy of the bail order for the person who was arrested on this.

I was sent a copy of his bail order because part of his order is to stay away from me. I don't anticipate any problem with this. In fact, I don't know what he looks like, I assume he doesn't know who I am, and it should stay this way! I am not going to fill out a victim impact statement, and want to keep some distance from the whole thing.

However, I thought I'd pass a copy of the bail order on to you to keep you up to date on what is happening in the building. It has all the file numbers and phone numbers on it.

Yours,

s.22

s.22

Pages 76 through 78 redacted for the following reasons:

Not Responsive

September 26, 2008

s.22

To Whom It May Concern

I have been the resident manager of s.22 for 7 years till September 14th, 2007. I have been asked by the current manager to comment on the conduct of s.22 her tenant. I will not get into character references here but I will comment on the professional conduct of s.22 in his dealings with me.

Without making references to s.22 personality or character which was largely uncooperative and accusatory, he was always late with his rent. I had to literally remind him of his rent every month much late on the 3rd and sometimes on the 5th of each month. I was not quite impressed with that.

Sincerely,

s.22

November 13, 2008

RESPONDENT:

APPLICANT:

INTRA PACIFIC MANAGEMENT

s.22

s.22

NOTICE OF A DISPUTE RESOLUTION HEARING

Concerning premises at:

VANCOUVER BC

File No. 726537

A date has been set for a hearing to resolve the dispute described in the attached Application form. This hearing will be conducted by **TELEPHONE CONFERENCE CALL**. Please use one of the following phone numbers and passcode below to join the Telephone Conference Call.

DATE AND TIME OF HEARING: Tuesday, November 25, 2008 at 08:30 AM
(Pacific Time)

Phone Number

- Vancouver area:
- All other locations:

Passcode:

s.17

INSTRUCTIONS:

1. Call EITHER the Vancouver area phone number OR, for all other areas, the toll free number a MAXIMUM of 5 minutes BEFORE the scheduled start time.
2. When asked, key in your passcode (shown above).
3. When asked, say your FULL NAME, then press #.
4. You have now joined the conference call, and will hear music while you wait for the dispute resolution officer to join the conference call.

You or your agent, and witness, should be available at the date and time shown. A FINAL AND BINDING ORDER OR DECISION TO RESOLVE THIS MATTER MAY BE MADE EVEN IF YOU CHOOSE NOT TO PARTICIPATE IN THE HEARING.

NOTE: The Dispute Resolution Officer at his/her discretion may call witnesses who are identified by either party.

The Residential Tenancy Branch Rules of Procedure apply to these proceedings. You can get a copy of the Rules by contacting the Residential Tenancy Branch, a Government Agent office, or BC Access Centre. You can find the Rules online at <http://www.rto.gov.bc.ca/>

Before the hearing date, both the Applicant and Respondent must give each other, and the Residential Tenancy Branch, a copy of all their evidence. The deadlines for evidence are in the attached hearing package.

Attachments: Originating Application
Hearing Information Sheets


for DIRECTOR
Residential Tenancy Branch

**Ministry of Housing and Social
Development**

Residential Tenancy
Branch

Mailing Address:
400-5021 Kingsway
Burnaby BC V5H 4A5

Telephone: 604 660-3400
Toll Free: 1 800 665-8779
Facsimile: 604 660-2363

Office of Housing and Construction
Standards