

# COURT OF APPEAL FOR BRITISH COLUMBIA

Citation: *Raju v. Red Door Housing Society*,  
2025 BCCA 340

Date: 20251002  
Docket: CA50535

Between:

**Rita Raju**

Appellant  
(Petitioner)

And

**Red Door Housing Society**

Respondent  
(Respondent)

Before: The Honourable Mr. Justice Harris  
The Honourable Madam Justice DeWitt-Van Oosten  
The Honourable Justice Edelman

On appeal from: An order of the Supreme Court of British Columbia, dated  
March 14, 2025 (*Raju v. Red Door Housing Society*, 2025 BCSC 556,  
Vancouver Docket S246820).

The Appellant, on her own behalf: R. Raju

Counsel for the Respondent: D. Fetterly

Place and Date of Hearing: Vancouver, British Columbia  
September 19, 2025

Written Submissions Received by the  
Appellant: September 22, 2025

Place and Date of Judgment: Vancouver, British Columbia  
October 2, 2025

**Written Reasons by:**  
The Honourable Mr. Justice Harris

**Concurred in by:**  
The Honourable Madam Justice DeWitt-Van Oosten  
The Honourable Justice Edelman

**Summary:**

*This is an appeal of the dismissal of a judicial review seeking to set aside an order for early end of a tenancy and an order of possession of a rental unit. The basis of the arbitrator's decision was that emergency repairs needed to be made to a rental unit that posed a safety hazard to the occupants of the unit. HELD: Appeal dismissed. The decision of the arbitrator was supported by the evidence and was not patently unreasonable.*

**Reasons for Judgment of the Honourable Mr. Justice Harris:**

[1] The appellant, Ms. Raju, did not appear in court when the case was called. The Court waited for some time in case she was delayed. We were satisfied that Ms. Raju was properly informed that the hearing of her appeal was scheduled for 2 p.m. on Friday, September 19. Ultimately, we decided that we would decide this appeal based on the written record, including, of course, Ms. Raju's factum.

[2] Since then, Ms. Raju has written to the Court to request that we reschedule oral argument and explained why she did not appear on September 19, thinking that there was an agreement to hear the appeal on September 23, 2025. I am persuaded that Ms. Raju was properly informed that the appeal was set to be heard on September 19. Counsel for the respondent has informed us, on behalf of his client, that he does not object to rescheduling the hearing of the appeal.

[3] The Court has the discretion under s. 26(1)(a)(i) of the *Court of Appeal Act*, S.B.C. 2021, c. 6, to order that an appeal be heard in writing. In my opinion, this appeal is one that should be heard in writing. Ms. Raju has appeared numerous times in this Court on various applications and has filed numerous written arguments addressing her concerns and explaining her position to judges of the Court. We have voluminous materials before us, including her factum and the record of the proceedings below. We are able to address the issues before us on the basis of the written record. Quite apart from Ms. Raju's failure to attend, and in light of the lengthy and complicated process to bring this matter to a hearing, I am satisfied that hearing this appeal in writing is in the interests of justice and an appropriate exercise of our discretion.

[4] This is an appeal of an order dismissing Ms. Raju’s petition for judicial review of an order of possession granted to the landlord of Ms. Raju’s unit in a housing complex. There is no dispute about the relevant standard of review on this appeal. We ask whether the judge correctly identified and applied the standard of review. As is well-known, effectively we put ourselves in the shoes of the reviewing judge to examine the arbitrator’s decision in the context of the record before him and in doing so we do not owe any deference to the judge’s decision.

[5] On the petition for judicial review, the judge correctly identified the applicable standard of review as being whether the decision was patently unreasonable. She correctly articulated what that standard of review involves. The test to determine whether a decision is patently unreasonable is clear. It requires a conclusion that a decision is openly, evidently, and clearly irrational; one that is unreasonable on its face; one that is unsupported by evidence or vitiated by failure to consider the proper factors; incapable of withstanding a probing examination; or one that is almost bordering on the absurd.

[6] Applying that standard of review, the judge concluded that the decision was supported by the evidence. The judge held that she was unable to find that the arbitrator’s decision was patently unreasonable. She determined that his conclusions were supported by evidence, and that the arbitrator was entitled to prefer the landlord’s evidence over Ms. Raju’s where the evidence was in conflict. Accordingly, she dismissed the petition.

[7] The key facts may be simply stated. On August 29, 2024, the landlord, not for the first time, inspected the unit identifying matters of concern, including a sagging and broken ceiling. The next day, the landlord posted a notice on the door of the unit informing Ms. Raju that it intended to inspect the unit with a contractor on September 3, 2024. Ms. Raju refused access to the unit. This led to the application to the Residential Tenancy Branch (“RTB”) for dispute resolution for an order ending tenancy early and an order of possession.

[8] The basic ground alleged to support the applications was a need to perform urgent repairs on a sagging ceiling which posed a safety risk to anyone in the unit.

[9] There is a clear jurisdiction to grant such orders found in s. 56 of the *Residential Tenancy Act*, S.B.C. 2002, c. 78 [Act]. That provision provides:

56 (1) A landlord may make an application for dispute resolution requesting

(a) an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and

(b) an order granting the landlord possession of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) any prescribed grounds apply or the tenant or a person permitted on the residential property by the tenant has done any of the following:

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;

(iii) put the landlord's property at significant risk;

(iv) engaged in illegal activity that

(A) has caused or is likely to cause damage to the landlord's property,

(B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(v) caused extraordinary damage to the residential property, and

(b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 [*landlord's notice: cause*] to take effect.

(3) If an order is made under this section, it is unnecessary for the landlord to give the tenant a notice to end the tenancy.

[10] At the hearing, conducted by conference call, both the landlord and Ms. Raju gave evidence. The landlord gave evidence that Ms. Raju's rental unit was inspected

on July 15, 2024, and August 29, 2024, and that the sagging in the ceiling had worsened and was propped up with a piece of wood. It appeared to the landlord that the sagging was caused by items that Ms. Raju was storing in the attic. On August 30, 2024, the landlord informed Ms. Raju that it intended to re-inspect the unit on September 3, 2024, but Ms. Raju refused entry to its representatives and contractor. The contractor reviewed photos of the ceiling and gave written evidence that there were serious structural risks (including the risk of ceiling collapse and the risk of injury from falling glass). These problems would require extensive repairs requiring the unit to be vacated. The photographs were in evidence and are in the record before us. Ms. Raju gave evidence that the ceiling had been sagging for over a decade but was not falling. Her position was that emergency repairs were unnecessary because only minor, cosmetic repairs were needed, which could be carried out while she continued to occupy the unit.

[11] In reasons issued September 26, 2024, the RTB arbitrator concluded that the landlord met its onus of showing that Ms. Raju had “put the landlord’s property at significant risk”, that it would be unreasonable or unfair to wait for the one-month notice to end tenancy to take effect, that the ceiling posed serious risks that required further investigation and repair, and that Ms. Raju’s refusal to allow entry to the unit was unjustified.

[12] The arbitrator relied on evidence from the landlord’s representative about the condition of the ceiling and its deterioration over time, in addition to photographs of the ceiling and of various other parts of the home that demonstrated both the condition of the unit and the difficulty of repair if the unit were occupied (e.g., the presence of clutter and mirrored tiles stored in the attic). As noted, the evidence of the contractor supported the landlord’s position. The contractor’s written statement suggested that the structural integrity of the unit was compromised, that there was risk of collapse and associated risk of injury, and that the removal of the ceiling would require the creation of a hazmat environment to allow workers to perform the repairs and that precluded the presence of the tenant while repairs were undertaken.

[13] The arbitrator did not accept Ms. Raju's position that the condition of the ceiling merely raised a cosmetic issue associated with a slight sag. She testified that she had contacted repair people who informed her that the repairs were minor and could be conducted while she occupied the unit.

[14] As a result of his findings, the arbitrator issued an order of possession effective 14 days after service. Ms. Raju's application for a review of the RTB decision was denied on October 1, 2024. From a practical perspective we are reviewing whether the original arbitrator's decision was patently unreasonable.

[15] Ms. Raju argues on appeal that the decision was patently unreasonable, unsupported by a proper appreciation of the evidence and the true condition of the unit. She suggests that a proper foundation was not laid in the evidence to make the orders she seeks to review. In particular, she says that there was not a proper and specific identification of the conditions justifying an order of possession and that the arbitrator relied on sections in the *Act* that do not exist thereby depriving him (as I understand it) of jurisdiction to make the order: a criticism she also levels at the reviewing judge. She also draws some support from the prior proceedings dealing with her applications for stays pending the hearing of this appeal.

[16] As I read Ms. Raju's materials, her argument reduces to an assertion that the arbitrator reached patently unreasonable findings of fact and had no jurisdiction to make an order of possession. In my view, these arguments cannot succeed.

[17] I can find no merit to the argument that the decision is patently unreasonable. I acknowledge that both the arbitrator and the judge misidentified the relevant statutory sections, whether by typographical mistake or inadvertent error. This is of no moment. The reasons reflect the application of the appropriate jurisdiction to the evidence in the case. I have set out the relevant section above.

[18] I have reviewed the evidence before the arbitrator, including the photographs and the contractor's report. It is evident that it was open to the arbitrator to conclude that the necessary repairs were not minor and required vacant possession to be

carried out. It was open to him to accept the landlord's evidence and reject Ms. Raju's. There is no merit to any suggestion that the arbitrator misapplied the relevant legal principles to his finding of fact. Finally, her position on appeal is not advanced by the fact that Ms. Raju obtained a stay or stays in the lower court pending resolution of her petition. Granting a stay engages different issues and involves a different test to those involved in deciding the merits of a petition for judicial review. Given the evidence before the arbitrator and the findings of fact made by the arbitrator, it cannot be said that the decision is patently unreasonable.

[19] I would dismiss the appeal.

"The Honourable Mr. Justice Harris"

I AGREE:

"The Honourable Madam Justice DeWitt-Van Oosten"

I AGREE:

"The Honourable Justice Edelman"