IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Petrov v. Plan A Real Estate Services Ltd.,* 2025 BCSC 235

Date: 20250130
Docket: S250378
Registry: Vancouver

Between:

Jonathan Petrov

Petitioner

And

Plan A Real Estate Services Ltd.

Respondent

Before: The Honourable Justice Fitzpatrick

Oral Reasons for Judgment

In Chambers

Petitioner, appearing on his own behalf:	J. Petrov
Counsel for Respondent:	M. Wong
Place and Date of Hearing:	Vancouver, B.C. January 30, 2025
Place and Date of Judgment:	Vancouver, B.C. January 30, 2025

[1] **THE COURT:** On January 16, 2025, the petitioner, Jonathan Petrov, filed this application for a stay of certain orders of the Residential Tenancy Branch ("RTB").

[2] In his application, Mr. Petrov specifically set this matter down for today, January 30, 2025, on the eve of the effective date of the RTB's Order of Possession, which provided that Mr. Petrov was to remove himself from the apartment that he has been occupying.

Background

[3] The background can be briefly stated.

[4] Mr. Petrov is a tenant of an apartment located in the building at 1925 Nelson Street, Vancouver, BC. Mr. Petrov has been renting that apartment since April 2023. The apartment building is owned by the respondent landlord, Plan A Real Estate Services Ltd. ("Plan A").

[5] A laundry room is located in the building for use by the tenants and residents. The laundry room contains various items that have been contributed by present and former tenants from time to time, and includes artwork.

[6] On October 2, 2024, Plan A served a Notice to End Tenancy for Cause (the "Notice") on Mr. Petrov. The stated reasons for the Notice were that Mr. Petrov had:

a) significantly interfered with or unreasonably disturbed other occupants or the landlord;

b) seriously jeopardized the health or safety or lawful right of another occupant or the landlord;

c) put the landlord's property at significant risk;

d) engaged in illegal activity that had, or was likely to damage the landlord's property;

e) engaged in illegal activity that had or was likely to affect the quiet enjoyment, security, safety, or physical well-being of another occupant; and

f) engaged in illegal activity that had, or was likely to adversely jeopardize the lawful right or interest of another occupant or the landlord.

[7] On or about October 21, 2024, Mr. Petrov filed a Notice of Dispute with the RTB.

[8] In November 2024, the RTB convened a hearing to determine the issues. I understand that the hearing took place over two days.

[9] On November 27, 2024, N. Tasouji, Arbitrator, dismissed Mr. Petrov's application to cancel the Notice, without leave to reapply. In addition, the Arbitrator issued an Order of Possession in favour of Plan A effective tomorrow, January 31, 2025.

[10] On November 30, 2024, Mr. Petrov sought a review of the Arbitrator's decision. Mr. Petrov's only reason for seeking the review was his allegation that an "issue [had] not determined". Mr. Petrov argued that the Arbitrator had missed an issue that needed to be determined. Mr. Petrov also argued that the Arbitrator had wrongfully decided he lacked the authority to resolve the issue in question.

[11] On December 2, 2024, J. Doyon, Adjudicator, dismissed the review application. The Adjudicator determined that the Arbitrator did not miss any issue.

The RTB's Decisions

[12] The Arbitrator's decision fully sets out the facts of this matter which, for the most part, were not in dispute.

[13] The issue revolved around an event that occurred sometime in April 2024. Plan A observed that some 20 pieces of artwork that had been in the laundry room were missing. There was some effort by Plan A to find out what had happened.

Those efforts included Plan A contacting the police, and emailing all tenants/residents (including Mr. Petrov) notifying them of the missing artwork and asking for any available information.

[14] Ultimately, arising from surveillance footage and Mr. Petrov's online statements, Plan A formed the view that Mr. Petrov was responsible. They were right. When confronted by the police, Mr. Petrov admitted that he had taken the artwork. He agreed to return them. No criminal charges were brought against him.

[15] Mr. Petrov advanced various arguments before the Arbitrator. He said that he was concerned about the artwork being removed or damaged by Plan A. From my brief review of the materials, Mr. Petrov appears to have negative feelings toward his landlord.

[16] Mr. Petrov also alleged that there was a consensus of sorts from other tenants in the building that they were similarly concerned about the artwork in the laundry room and that they wished to protect the artwork.

[17] There is no doubt that the Arbitrator grappled with the seminal issue to a great degree. Her reasons are specifically set out at pp. 6-7 of the decision. I will not quote them in detail other than to summarize the findings.

[18] The Arbitrator found that Mr. Petrov's actions were covert in nature. There was a substantial amount of evidence to show that Mr. Petrov had not told Plan A what he was doing. Even when Plan A emailed the tenants/residents in the building, Mr. Petrov did not confess; rather, he apparently chose to deflect suspicion to other people. As I said, only after he was confronted by the police did Mr. Petrov come clean and admit what he had done.

[19] The Arbitrator also wrestled with Mr. Petrov's arguments about him having discussed the matter with certain of the other tenants about their "desires". The Arbitrator stated however, that this "did not necessarily present a consensus". In fact, Mr. Petrov's actions were unilateral in nature, with the Arbitrator pointing out

that Plan A and other residents, who might not have been part of this discussion, did not have an opportunity to provide input. The Arbitrator stated:

> It is likely that the Tenant's actions caused some of the other tenants and residents, as well as the Landlord, to fear for the security of the common areas.

[20] Mr. Petrov quite candidly admits this hearing that he did not have any right to take the artwork. The Arbitrator also noted that Mr. Petrov's actions were not even consistent with what she called the "give-and-take" nature of the common-area artwork. I take it that the artwork in the laundry room, as a common area, was somewhat like a book depository where people can take and bring back books for their personal use from time to time. Mr. Petrov acknowledges that he took 20 pieces of artwork, which the Arbitrator stated was significantly beyond his personal needs. The Arbitrator also noted that Mr. Petrov's motivation was not to share the artwork, but rather to remove it covertly. In fact, Mr. Petrov did not move the artwork to his own apartment; rather, he moved the artwork to his private storage area in the building.

[21] The Arbitrator also considered Mr. Petrov's post-Notice conduct. However, she concluded that:

> … the damage to the lawful rights of the Landlord and the other residents outweighs considerations for the Tenant's adherence to the rules after the fact.

[22] The Arbitrator acknowledged that Mr. Petrov's actions might have been motivated by his "perception of a just objective". However, she considered that the means that Mr. Petrov employed were illegal and seriously jeopardized the lawful rights of Plan A and the other occupants, as alleged in the Notice. For those reasons, the Arbitrator upheld the Notice.

[23] On the review, Mr. Petrov alleged that the Arbitrator was in error in not grappling with the ownership of the artwork in the laundry room. The Arbitrator acknowledged that the Arbitrator had not conclusively addressed that issue; however, he stated:

> The Arbitrator considered the Tenant's argument that the property was communal, and the Tenant had the right to remove it. The Arbitrator found that, even if the property was meant to be shared, this does not mean the Tenant could remove a large quantity of artwork at once.

[24] In fact, Mr. Petrov acknowledged as much to me at this hearing.

The Petition

[25] On January 16, 2025, Mr. Petrov filed his petition.

[26] In the petition, Mr. Petrov alleges that the Arbitrator made various patently unreasonable errors in:

a) failing to consider the protective purpose of the *Residential Tenancy Act* [*RTA*]*;*

b) failing to determine the ownership of the laundry room art (i.e., the issue considered at the RTB review);

c) deciding that his conduct was sufficiently serious to justify an end to the tenancy under s. 47 of the *RTA*;

d) drawing conclusions that were not supported by the evidence of either party; and

e) failing to sufficiently grapple with core issues and by failing to sufficiently articulate the rationale behind the conclusions.

[27] As Plan A's counsel argues, the standard of review in this Court is patent unreasonableness, which is a very high standard of review.

[28] In late January 2025, Plan A filed its response to petition, denying that the Arbitrator and Adjudicator's decisions were patently unreasonable.

Discussion re Stay

[29] In terms of the stay application, both Mr. Petrov and Plan A refer to the *RJR* test, which requires the applicant to establish: a) a serious issue to be tried; b)

whether there is irreparable harm will be suffered by the applicant; and c) a consideration of the balance of convenience as between the parties.

[30] Firstly, I will address the balance of convenience and irreparable harm issues.

[31] Mr. Petrov argues that he is quite invested in staying in this apartment. In his Affidavit #1 sworn January 16, 2025, he refers to: having various connections in the neighbourhood; the apartment is close to his work, whatever that is; and, he also has a pet cat that keeps him company in the apartment. He says that he would have a tough time finding alternate accommodation and having concerns about finding an apartment that he can afford. He talks about potential threats to his mental health. He talks about his pet cat causing difficulties in terms of finding alternate housing. He talks about his job being close by, or based in Vancouver.

[32] For the purpose of this application I am prepared to accept that Mr. Petrov might have some difficulties in finding alternate housing, particularly with him cohabiting it with a cat.

[33] Nevertheless, the evidence concerning harm to Mr. Petrov, and also relating to the balance of convenience, is what I would describe as thin. Plan A indicates that Mr. Petrov has not acted with urgency since the RTB review decision was released on December 2, 2024 and this petition was not filed until January 16, 2025. Indeed, Mr. Petrov does not outline specifically what attempts he has been making to find an apartment since the decision was upheld on review on December 2, 2024.

[34] At this hearing, Mr. Petrov also now makes submissions about looking for a lawyer to represent him, although no such sworn evidence to that effect can be found in his January 16, 2025 Affidavit. Therefore, I decline to give any effect to that statement because there is no sworn evidence to support that Mr. Petrov made any such efforts, at least to January 16, 2025.

[35] In my view, the substantial issue on this application is whether there is a serious issue to be decided. As I said, the standard of review is patent unreasonableness, which is a high one.

[36] At this hearing, I have gained a sufficient understanding of the issues and the known facts, including facts acknowledged by Mr. Petrov. I have also read both of the reasons and decisions, from the Arbitrator and the Adjudicator.

[37] Having done so, I fail to see any basis upon which it could be argued that the Arbitrator's decision was patently unreasonable by reason of a disregard of the protective purposes of the *RTA*.

[38] In addition, I agree with the Arbitrator's decision and the Adjudicator's decision about the issue of the ownership of the artwork in the laundry room. I fail to see how that issue needed to be decided, because even Mr. Petrov conceded that the artwork was, if anything, communally owned. The Arbitrator stated that even so, Mr. Petrov was not justified in acting unilaterally and then surreptitiously in terms of attempting to hide what he had done.

[39] I also fail to see any serious issue in respect of the Arbitrator's conclusions being supported by the evidence of either party. Mr. Petrov's argument in that respect related to the Arbitrator's comment about his actions having "likely" caused concern with other tenants and residents. In my view, while that comment may have been made without specific evidence, it was a reasonable inference based on the evidence. In any event, it seemingly was only supportive of the fact that Plan A had similar concerns about the security of the property in the building, including the artwork in the laundry room.

[40] Finally, I fail to see that there is any serious issue that the Arbitrator failed to grapple with the core issues. The core issue was what consequences flowed from Mr. Petrov's known actions, both before and after, he took this artwork unilaterally.

[41] That leads me to the core issue of what Mr. Petrov seeks to argue on this judicial review – namely, whether his conduct was sufficiently serious to justify the end of the tenancy.

[42] The Arbitrator grappled completely with that issue. She found that Mr. Petrov's actions were sufficiently serious. Frankly, having read the reasons, I fail to see that there is any serious issue to be considered in that respect.

[43] Filing a judicial review does not give a tenant a right to advance any argument that he or she wishes to raise in respect of a judicial review. A judicial review is not simply a means to seek to have this Court substitute its own opinion for an opinion by RTB adjudicators. A person seeking a review must establish an error, and a serious error, that is patently unreasonable.

[44] Frankly, on the basis of the material presented on this application, I see no basis upon which to grant an interim stay as sought by Mr. Petrov. Accordingly, his application for an interim stay is dismissed.

[45] Mr. Petrov, anything arising?

[46] THE PETITIONER: No.

"Fitzpatrick J."