



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: CNC, MNDC, & OLC

Introduction:

This hearing dealt with the tenants' application requesting that a one month Notice to End Tenancy for cause be set aside. The tenants are also seeking a monetary claim regarding alleged loss of quiet enjoyment. Both parties appeared for the hearing, gave affirmed evidence and had the opportunity to respond to the evidence presented by the other party.

Issues to be Determined:

Should the one month Notice to End Tenancy be set aside? Are the tenants entitled to a monetary claim related to loss of quiet enjoyment?

Background and Evidence:

This tenancy began on June 1, 2004 for the monthly rent of \$647.00 and a security deposit of \$300.00. On January 29, 2009 the tenants were served with a one month Notice to End Tenancy on the basis that the tenants had unreasonably disturbed or interfered with the landlord and other occupants.

The property manager served the notice on the basis that the tenants had been on a campaign to discredit her by alleging that she was entering the tenants' unit without permission and stealing items. The landlord also stated that the tenants were taking issues with other occupants into their own hands. Finally the landlord testified that the tenants had been approaching him to remove the property manager and replace her with them.

The property manager, agent for the landlord, also submitted that after the tenants' accused her of taking or stealing their rent cheque they threatened her. All of these incidents resulted in multiple police calls. However, none of the tenants' allegations have resulted in any police response.

The property manager submitted she provided written warning to the tenants on January 21, 2009 after receiving information from other occupants that the tenants were telling them that the property manager was entering their suite without notice or authorization. The landlord acknowledges in this letter that she did enter their suite on one occasion in October 2008 but denied any other access. The landlord requested that the tenants stop accusing her of this and stop spreading this allegation around the building. On January 27, 2009 the property manager gave another warning letter to the tenants indicating that they were previously warned not to approach other occupants

with complaints or issues. This letter indicated that any further breach by the tenants would result in service of a notice to end tenancy.

The property manager also presented evidence that the tenants have posted notes on the door of their rental unit stating things such as, "DON'T ENTER OR COPS ARE CALLED" and "DO NOT ENTER AT ALL. IF I GIVE YOU POMISION" [reproduced as written].

The property manager stated that in response to the tenants concerns that someone was entering their suite she arranged for a locksmith to change the locks to the tenants' door. Prior to this the tenants had changed the locks which the property manager agreed to.

The landlord submits that the tenants have been on a campaign to have her fired and have falsely accused her of entering their rental unit. The tenants have threatened her and aggressively approached other occupants about complaints beyond their authority. The landlord seeks an Order of Possession.

Only one of the tenants appeared for the hearing. The other applicant was called; however, he refused to participate in this proceeding. The tenant acknowledged that she was claiming that the property manager was accessing her unit and that she was telling other occupants that the property manager was doing this. The tenant had no evidence that this was occurring, except that she notice things moved around in the rental unit and there was no evidence of forced entry. The tenant acknowledged that the police have not charged the property manager as a result of her allegations. The tenant submitted that the other applicant could corroborate all of her allegations. However, when I attempted to contact the other applicant and request that he give evidence in support of this application he refused to participate.

The tenant alleges that she made numerous complaints to the property manager respecting another occupant who has been disturbing her but states that the property manager has not taken any steps to address her complaints. It was after this that the tenant choose to confront the other occupant on her own.

The tenant denies that any personal threat was made against the property manager. The tenant conceded approaching the landlord about hiring her as the property manager.

Analysis:

I dismiss the tenants' application and find that the one month Notice to End Tenancy is valid. I find that the tenants have no evidence to support their claims and have acted and spoken out against the property manager based on very serious allegations that are unsupported. At the same time, I am persuaded by the evidence of the landlord that the tenants were making efforts to act in a role of authority related to managing the property and approaching the landlord for the current property manager's position. These actions represent direct interference with the right of the property manager to act as the agent of the landlord in enforcing the tenancy agreement and are sufficient grounds to end the tenancy.

I am satisfied that the tenants have significantly interfered with the landlord and disturbed other occupants. I grant the landlord's request for an Order of Possession effective **March 31, 2009** at **1:00 p.m.** This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I also find that the tenants have failed to establish a monetary claim related to loss of quiet enjoyment and I dismiss the tenants' application without leave to re-apply.

Conclusion:

The tenants' application is dismissed in full without leave to re-apply. I have granted the landlord an Order of Possession due to breach of the *Act* by the tenants.

Dated March 17, 2009.

Dispute Resolution Officer