

Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: DRI, CNC, MNDC, FF

Introduction

I have been delegated authority under section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This is the Tenant’s application to cancel a Notice to End Tenancy for Cause; for a monetary order for compensation for damage or loss; to dispute an additional rent increase; and to recover the filing fee from the Landlord for the cost of this application.

I reviewed the evidence on the case file prior to the Hearing. Both parties gave affirmed testimony and the Hearing proceeded on its merits.

Background and Evidence

Service

The Landlord’s agent acknowledged service of the Notice of Hearing documents. The parties acknowledged that they had been duly served with copies of each other’s evidence packages.

The Landlord’s agent provided the following testimony and evidence:

- On the Notice to End Tenancy for cause, the Landlord gave the following reasons for ending the tenancy:
 - The Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord;
 - The Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord;
 - The Tenant has put the Landlord’s property at significant risk;
 - The Tenant has engaged in illegal activity that has, or is likely to damage the Landlord’s property;

- The 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; and
- The Tenant has not done required repairs of damage to the unit.
- Last fall, the Tenant refused to cooperate with the eradication of bed bugs in the rental unit. The Landlord's agent was not able to provide specific dates or particulars (i.e. notice to inspect the Tenant's suite). The Landlord's agent stated that the Landlord provided the Tenant with a letter dated March 20, 2009, warning the Tenant to "cooperate with the pest control company immediately". The Landlord's agent stated that the Tenant has therefore seriously jeopardized the health and safety of the Landlord or other occupants, not done required repairs to the unit, and put the Landlord's property at significant risk.
- The Tenant has an old unlicensed and uninsured vehicle on the rental property which is leaking oil onto the pavement. The Landlord's agent stated that the Landlord provided written notice to the Tenant to move the vehicle, but that the Tenant has failed to do so. The Landlord's agent stated that the oil leaks from the vehicle pose an environmental, toxic threat and have seriously jeopardized the health and safety of other occupants.
- The Tenant has refused to remove debris from his patio and common area within a reasonable time, after having received written notice to do so.
- The Tenant has taken photographs of the Landlord's residence without the Landlord's permission. As a result, the Landlord's family feels threatened and unable to go into the garden on their own. The Tenant has videotaped the Landlord's agents without their knowledge or consent. The Tenant has slandered the Landlord in newspapers and TV shows, has posted defamatory signs in front of other rental properties owned by the Landlord, and has damaged the Landlord's professional reputation. The Landlord believes the Tenant knowingly gives false information about the residential property to prospective tenants. The Tenant has made inflammatory and derogatory remarks regarding the Landlord on a public website. The website is utilized by people searching for professional services. The identity of the Landlord is clear on the website. The Landlord's agent stated that the Tenant's actions have caused the Landlord

considerable concern and that the Landlord is disturbed by these actions. The Landlord's agent stated that the Tenant has significantly interfered with or unreasonably disturbed the Landlord, and has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of the Landlord.

The Tenant provided the following testimony and evidence:

- In June, 2008, the Tenant received short notice for an inspection of his suite for bed bugs. The Tenant did not have time to do all the things required and needed more time to comply. The Tenant did not receive any further notices or requests for inspection of the rental unit regarding bed bugs until March 20, 2009, when he received a letter demanding him to cooperate with the pest control company. The Tenant stated that he has not refused to cooperate and has not been given any notice of inspection since June, 2008.
- The Tenant's car is licensed and insured. It does not leak oil unless the engine is turned on. The Tenant pays for parking his vehicle. The Landlord has refused to allow the Tenant to make repairs to his vehicle on the rental property.
- There is nothing on the Tenant's patio that is a fire or health hazard. The Tenant denies that his patio is an eyesore.
- The Tenant provided a photograph of the Landlord's residence into evidence. The Tenant provided a video tape, depicting photographs of the Landlord's agents. The Tenant admitted that he had posted comments on the website, but stated that it was in retaliation for derogatory remarks about him that were posted on the website by the Landlord.
- The Tenant stated that the Landlord, in issuing the Notice to End Tenancy for Cause, was retaliating against the Tenant because of a previous Residential Tenancy Branch Order. The Tenant asked that the Landlord be stopped from making further applications against him.
- The Tenant requested a monetary order for damages arising out of harassment by the Landlord in the amount of \$4,544.00, including: the equivalent of three

months' rent and \$25.00 per day thereafter; three days' loss of employment income; and for pain and suffering.

- The Tenant disputed a notice to increase his rent. The Notice is dated February 22, 2008, with an effective date of June 1, 2008. The Tenant received a previous Notice of Rent increase, which was provided to him last year, and was also dated February 22, 2008, with an effective date of June 1, 2008.

Analysis

I have carefully considered the testimony and evidence provided by the Tenant and the Landlord's agent.

The Landlord has failed to prove cause to evict the Tenant for failing to cooperate with eradication of bed bugs. The notice given to the Tenant is almost a year old, with no further evidence of the Tenant's failure to cooperate, or any evidence of subsequent attempts to treat the Tenant's suite for a bed bug infestation.

The Landlord has failed to prove cause to evict the Tenant for causing health or safety issues regarding the alleged leaking of oil from the Tenant's vehicle. The Tenant pays for parking and the vehicle is insured and licensed. The photographs provided by both parties do not divulge any leaking oil under the Tenant's vehicle.

The Tenant has failed to remove articles from the common area surrounding his patio after being given a reasonable amount of time to do so. However, I find this to be a minor breach and not significant enough, in and of itself, to end the tenancy.

The Tenant has made extremely personal, defamatory and derogatory remarks on a website under the Landlord's name. The purpose of these remarks is to embarrass and harass the Landlord and to dissuade people from using the professional services of the Landlord. There is no evidence that the Landlord made any remarks about the Tenant on the website, as alleged by the Tenant. However, this website is not targeted towards prospective tenants. It relates to the Landlord in his capacity other than as a landlord, and I have no jurisdiction to make findings in this regard.

The Tenant has taken photographs of the Landlord's agents and the Landlord's residence without their permission. The Tenant has posted defamatory signs at other rental properties owned by the Landlord. The Tenant has significantly crossed the line and impacted the Landlord's lawful rights and interest. I find that the Tenant has significantly interfered with or unreasonably disturbed the Landlord and that therefore the Landlord has proven cause to end the tenancy. The Notice to End Tenancy for Cause remains in full force and effect.

The Tenant has failed to prove his monetary claim for damages. The Tenant did not provide any corroboratory evidence of damages.

The Notice of Rent Increase is of no effect.

The Tenant has not been successful in his application and is not entitled to recover the cost of the filing fee from the Landlord.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy for Cause is dismissed without leave to re-apply. The Notice to End Tenancy for Cause dated February 28, 2009 remains in full force and effect.

The Notice of Rent Increase is of no effect.

The Tenant's application for damages and to recover the cost of the filing fee from the Landlord is dismissed without leave to re-apply.

May 7, 2009
