

INTERIM DECISION

Dispute Codes CNC MNDC OLC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a notice to end tenancy issued for cause, to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, to Order the Landlord to comply with the Act, and to recover the cost of the filing fee from the Landlord for the cost of this application.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, sent via registered mail. The Landlord confirmed receipt of the hearing package.

The Landlord, the Property Manager and the Tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

Is the Tenant entitled to an Order to cancel the notice to end tenancy under section 47 of the *Residential Tenancy Act*?

Is the Tenant entitled to a Monetary Order under section 67 of the *Residential Tenancy Act*?

Is the Tenant entitled to an Order to have the Landlord comply with the Act under section 62 of the *Residential Tenancy Act*?

Background and Evidence

The undisputed testimony was the month to month tenancy agreement began on April 1, 2008. The current rent is payable on the first of each month in the amount of \$880.00 and the Tenant paid a security deposit of \$425.00 on March 14, 2008.

The Landlord and Property Manager referred to their documentary evidence in support of their testimony which included, among other things, copies of three letters written to

the Tenant requesting proof of insurance on his vehicles, a copy of the tenancy agreement, a copy of a "Dear neighbors" letter, a letter written by the Tenant to the Property Manager, various letters between the parties, and a copy of the 1 Month Notice to End Tenancy for cause.

The Landlord testified that the "Dear neighbors" letter was slid under all of the tenants' doors on March 11, 2010, and she has a strong suspicion this was done by the Tenant. In the past the Tenant has written "bad letters" to the Landlord on July 18, 2009, March 12, 2010, and March 20, 2010 when he listed accusations against the Landlord. I asked if the Landlord had issued any letters to the Tenant to request that he stop this behaviour and the Landlord advised that she had not.

The Property Manager argued that there has been a lot of build up to this point which started back in July 2009 when he made a visit to inspect the property and instructed the Landlord to tell the Tenant that cars were not to be sold on his property by tenants, and the Tenant was not to be washing his boat at the rental unit. The Property Manager testified that this has turned into a personal vendetta of the Tenant against the Landlord where he is calling her "bipolar" and causing the Landlord "excessive stress".

I asked the Property Manager if letters were ever written to the Tenant advising him that he could not sell vehicles from the rental unit parking lot, that he could not wash his boat at the rental unit, and that he needed to stop calling the Landlord names. The Property Manager stated that it is not necessary for him to write the Tenant a letter because the Tenant has been told verbally by the Landlord.

The Landlord stated that she has had several conversations with the Tenant and she always has to deal with the Tenant telling him to move the boat off of the property, not to wash the boat at the rental unit, and not to store chemicals in the common hallway. The Landlord confirmed that these have always been verbal and nothing in writing.

The Landlord advised that the 1 Month Notice to End Tenancy was issued for cause on March 23, 2010, when she posted it to the Tenant's door. The Landlord testified that the Notice was issued for several reasons which included:

- a) The Tenant continued to wash his boat after being told not to;
- b) Constantly requesting proof of insurance for the numerous cars he has on the property;
- c) The ill effects on the Landlord's health after the Tenant circulated the "Dear neighbors" letter;
- d) Heaters being turned up full blast in the hallways;

- e) The Tenant continuing to prop the fire doors open;
- f) Leaving a spray can on the heater in the hallway and leaving paint in the hallway;
- g) The Tenant's complaint letter about the Landlord to the Property Manager;
- h) Brining the boat on the property after being told not to.

The Tenant testified that he contacted the Residential Tenancy Branch in July 2009 which resulted in the Tenant putting his concerns about verbal abuse in writing and posting them on the Landlord's door on July 18, 2009. The Tenant argued that this letter was sent to the Landlord to request that she not interrupt his quiet enjoyment.

The Tenant stated that for the first year of his tenancy he had no problems and the problems only began since he began to stick up for his rights. The Tenant argued that he has had to put up with verbal abuse and every time he gets a new car he gets a notice posted to the windshield or his door to provide the insurance to the Landlord with threats that they will tow his vehicle away. The Tenant states that he puts it in writing now and that he is being "watched, harassed, and being called names".

The Tenant confirmed that he has received the Landlord's previous letters, that he has been leaving the fire doors open so he can bring items into his rental unit, as other tenants do, but that he has requested, in writing, that the Landlord's provide a key access through these side doors.

The Tenant argues that the Notice to End Tenancy was issued as retaliation to his letters that he put on her door. The Tenant testified that he has provided all of the insurance papers in response to the Landlord's requests, that he was never issued a letter about not storing or washing the boat at the rental unit, and this matter could have been resolved with a "simple apology from the Landlord".

The Tenant continued to argue that there was nothing in writing about the March 15, 2010 letter, there is no proof that he was turning the heat on in the hallways, there is nothing in the lease that states the heat cannot be on in the hallways, that the Landlord took his paint from the hallway without his permission, and that he has had to endure "frequent on-going abuse" such as when the Landlord called the police after he posted a letter to the Landlord's door on March 15, 2010.

I asked the Tenant several times if he had any involvement in writing or distributing the "Dear neighbor" letter and after several round about answers the Tenant finally confirmed that he was involved in the distribution of the letter to each tenant.

The Tenant stated that he is seeking \$3,400.00 in compensation for having to endure the on-going stress, being told he is stupid, having dirty looks from the Landlord, the Landlord laughing at me, he feels he cannot go out to his cars or cannot get into the side door of the building without her threats. The Tenant argued that his wage is \$32.00 per hour so he used that amount to determine his monetary claim.

Analysis

All matters were not reviewed due to expiry of the hearing time therefore the hearing has been adjourned and scheduled to reconvene in accordance with section 64 of the *Residential Tenancy Act*.

Additional documentary evidence will not be accepted from either party in support of this claim. Consideration will be given to the documentary evidence received prior to May 17, 2010.

Conclusion

This hearing is adjourned to the date specified in the enclosed Notice of Adjourned Hearing.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 18, 2010.

Dispute Resolution Officer