



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for an order cancelling a Notice to End Tenancy that was given under Section 47 of the Residential Tenancy Act.

Background and Evidence

The landlords testified that:

- First of all he wanted to clarify that the box that was checked off that suggested that the tenant is engaged in illegal activity was checked off by mistake and they are not implying in any way that the tenant has been involved in any illegal activity.
- The main reason for giving the Notice to End Tenancy is because this tenant has upset contractors working in the rental property so much that they have threatened to not complete the work and as a result the landlord has had to

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spend significant amount of time convincing subcontractor's to finish the work in the rental property.

- There was some major water damage to the rental property that resulted in the need for an extensive amount of repairs and as a result there have been many contractors required to work in the tenant's rental unit.
- The tenant has harassed, bullied, and yelled at these contractors to the point where some of them have stated they have no interest in finishing the job.
- Had the general contractor not been able to convince these subcontractors to complete their work, the tenants actions could have resulted in significant costs to the landlord.

Witness for the landlord testified that:

- She is one of the owners of the rental property, and due to the tenants actions she has had to keep dealing with upset contractors.
- She has also been confronted by the tenant in a very rude and aggressive manner and she found the confrontations to be very disconcerting.

The landlords are therefore requesting that the Notice to End Tenancy be upheld and that the tenancy end pursuant to that notice.

The tenant testified that:

- She believes this notice has been given in retaliation for an application for dispute resolution, that she filed along with numerous other tenants, which resulted in a monetary order against landlords.
- She does not believe she is been overly aggressive and in fact has only been standing up for her rights.
- The residential tenancy act states that 24 hour notice is supposed to be given before someone enters her suite and therefore she has been standing up for her right to get that 24 hour notice even though the landlords and the contractors do not seem to think they need to.

- There was one occasion where she got very upset with the above witness because a memorial service was being held and at the same time the landlords saw fit to allow construction to go on and she felt it was disrespectful, and she expressed her displeasure.
- The main problem is that since taking over the management of this building the landlords have not communicated well with the tenants, and as a result there has been some tension during the repair/renovation process, and she is not the only tenant who has been upset.
- She believes she is being punished for standing up for her rights.

The applicant is therefore requesting that this Notice to End Tenancy be cancelled and that the tenancy continues.

Analysis

It's obvious that the landlords find this tenant very difficult to deal with, however it is my finding that her actions cannot be considered significant interference or unreasonable disturbance.

I am sure that the major repairs, required due to the water damage at the building, have caused major disruptions for all the tenants, and it's understandable that the tenants might get upset; however finding a tenant difficult to deal with is not reasonable grounds for ending a tenancy.

Further the landlords have not shown that they lost any sub trades due to the tenant's actions, and in fact the witness letters supplied by the landlords are not even signed and therefore do not carry as much weight as the sworn testimony of the tenant.



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Even the witness/owner stated that although she found a confrontation with the tenant to be uncomfortable, she would not go so far as to say she felt threatened.

Therefore it is my decision that the landlords have not met the burden of proving that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and I will not uphold the notice.

Due to the level of animosity between the landlords and tenant, I would suggest that, when possible, any future communication between the parties be done in writing.

Conclusion

Order

The Section 47, 1 month Notice to End Tenancy dated June 18, 2010 is cancelled and this tenancy continues.

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: August 13, 2010.

Dispute Resolution Officer