



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

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.

Issue(s) to be Decided

This is a request to cancel a Notice to End Tenancy that was given for cause and a request for recovery of the \$50.00 filing fee.

Background and Evidence

On June 1, 2011 the landlord served the tenant with a one month Notice to End Tenancy giving the following reasons:

- Tenant has allowed an unreasonable number of occupants in the unit.
- Tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant of the landlord

- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlords property at significant risk

The applicant testified that:

- The biggest concern, for her, is a safety issue, because the tenants are breaching a court order.
- Her estranged husband was arrested for committing domestic violence against her and there is a court order in place in which there is to be no contact directly or indirectly.
- The tenants have breached that court order on more than one occasion.
- On one occasion they have passed on an e-mail from her estranged husband to her.
- They also informed her that they have been in contact with her husband and that he has asked them to check and see if she is home.
- They have also on more than one occasion threatened to contact him and get him involved in disputes that are none of his business.
- Due to these breaches of the court order she is living in fear for her safety and the safety of her daughter who lives at home with her.

The witness (landlord's daughter) for the landlord testified that:

- The tenant's husband is very hostile and he did threaten to get my father involved in the disputes. He said this directly to my face.
- This caused both me and my mother great distress due to my father's violent history, and the court order that does not allow any contact directly or indirectly through other people.

The tenant testified that:

- They did pass on an e-mail to the tenant from her estranged husband's however they only did so after the landlord instructed them to do so.
- They do not have contact with the landlord's estranged husband and they have never threatened to involve him in disputes with the landlord.

Analysis

It is my decision that the landlord has shown “on the balance of probabilities” that the tenants have breached the no contact court order.

The tenants have admitted passing on an e-mail message from the landlord's estranged husband, even though they knew that there was a no contact order in place and although they claim to have only passed it on after being instructed to do so by the landlord, the fact that they informed the landlord of the e-mail is in itself a breach of the no contact order.

Further I accept the testimony from the landlord and the tenant that the tenants husband has threatened to involve the landlord's estranged husband in disputes with the landlord, which again is a breach of the court ordered no contact.

It is my decision that the breach of the no contact order by the tenants does seriously jeopardize the safety of the landlord, and therefore I will not set the Notice to End Tenancy aside and this tenancy ends on July 15, 2011.

Having upheld the Notice to End Tenancy due to the safety concern, I will not deal with the other reasons given for ending the tenancy.

Conclusion

This application is dismissed in full without leave to reapply, and I have issued an Order of Possession to the landlord for 1:00 p.m. on July 15, 2011.

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: June 28, 2011.

Residential Tenancy Branch