



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNR, OLC, ERP, RR, FF

Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause and for other relief, including a repair order and a rent reduction. The hearing was conducted by conference call. The tenant attended and the landlord called in and was represented by her daughter at the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy dated October 8, 2013 be cancelled?
Is the tenant entitled to any of the other relief claimed, including repair orders?
Is the tenant entitled to a rent reduction?

Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began on September 1, 2013. Rent in the amount of \$995.00 is payable on the first of each month. The landlord served the tenant with a one month Notice to End Tenancy dated October 8, 2013. The notice incorrectly stated that the tenant must move out of the rental unit on November 8, 2013, but the earliest day the Notice to End Tenancy could be effective if it is upheld is November 30, 2013. The landlord has stated multiple grounds for ending the tenancy in the Notice. The landlord said the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of the landlord and put the landlord's property at significant risk. The landlord also claimed that the tenant has engaged in illegal activity that has or is likely to damage the landlord's property. The landlord also claimed that the tenant has caused extraordinary damage, has not performed required repairs and has breached a material term of the tenancy agreement that has not been corrected within a reasonable time after notice to do so.

The landlord complained that the tenant has engaged in harassing and bullying behaviour and has made repeated but unfounded complaints about deficiencies to the rental unit and repairs that are necessary. She said that he has used his complaints and threats about problems with the rental unit and possible disasters that might result

in an effort to convince the landlord to hire him to perform repairs. The tenant has worked for other landlords as a maintenance worker and caretaker and after he rented the unit he sought to have the landlord hire him as a handyman.

The landlord testifying that the tenant has engaged in harassing, threatening and intimidating behaviour since he moved into the rental unit. The tenant's complaints have included a complaint that the kitchen stove is defective and dangerous and could cause a fire that would endanger the occupants of the building, a complaint about the lack of a bathroom exhaust fan; according to the landlord, the tenant threatened to sue the landlord unless they hired him to install a fan. The tenant complained about the grouting on the tiles in the bathroom. Again the landlord complained that the tenant threatened to sue if they did not pay him to remove and replace the grout. The landlord paid the tenant to redo the grout. The landlord said the tenant later complained that the bathtub was clogged, but the landlord said that if it was clogged, it was caused by the tenant who clogged it with grout when he redid the tile grout around the bathtub. The landlord said that the tenant has made other spurious complaints about plumbing problems, a leaking toilet seal and the need for preventative maintenance, all to convince the landlord to hire him to perform work. The landlord submitted documents, photographs and audio recordings of conversations with the tenant in support of her position that the landlord has cause to end the tenancy, based on the tenant's conduct. The landlord's daughter referred to a note from the landlord's doctor and said that dealing with the tenant and his aggressive behaviour has affected her health and caused her mental distress. The landlord said that the tenant deliberately created a water leak that damaged the rental property.

The tenant disputed all of the landlord's allegations. In addition to disputing the Notice to End Tenancy the tenant claimed in his application that the kitchen sink and bathtub are clogged and the toilet is leaking. He said the pipes need to be unclogged. The tenant said that the landlord called the Vancouver Police and made untruthful complaints that he threatened the landlord. He said that after the police made their inquiries they were satisfied that there was no truth to the landlord's complaints. Although not mentioned in his application for dispute resolution, the tenant said there were other problems with the rental unit that needed repair including the oven light and the oven temperature control and the bedroom closet door.

Analysis

The landlord alleged multiple grounds for the Notice to End Tenancy. The landlord did not submit evidence to establish that the tenant committed any form of illegal activity. I note that the landlord has not shown that the tenant has caused extraordinary damage or failed to perform required repairs. I did not receive evidence to establish that the tenant deliberately caused a water leak.

The tenant, in his dealings with the landlord and his demands that the landlord perform repairs or hire the tenant and pay him to perform repairs, has acted in a forceful and

aggressive manner. I find that the tenant's conduct in pursuing some of his complaints with the landlord borders upon harassment, however, I do not find that the tenant's behaviour thus far, amounts to sufficient cause to the end the tenancy on the ground that the tenant has significantly interfered with or unreasonably disturbed the landlord. The landlord and the tenant are from different cultures and have very different styles of communication and in part for this reason,. I find that the Notice to End Tenancy dated October 8, 2013 should be cancelled and the tenancy allowed to continue. If the landlord finds that the tenant's behaviour in the future is threatening or harassing, she is at liberty to serve another Notice to End Tenancy for cause.

Because I have found that the tenant's manner and aggressive behaviour in his dealings with the landlord has inflamed the situation, I direct that the tenant cease his requests that the landlord hire him to perform repairs. I direct the landlord to have qualified technicians investigate and repair the stove as required and investigate and repair the suspected clog in the bathtub. If the landlord believes that the tenant is responsible for the clogged bathtub she can apply to the Residential Tenancy Branch for the appropriate monetary award.

If the tenant has any further request for repairs during the tenancy, I direct that he put them in writing and deliver them to the landlord's address for service. The landlord will then have a reasonable time to respond to such requests.

I do not find that there is a basis for a monetary award to the tenant or an order for a rent reduction and these claims are denied.

Conclusion

I order that the Notice to End Tenancy dated October 8, 2013 be, and is hereby cancelled. The tenancy will continue until terminated in accordance with the *Residential Tenancy Act*. I decline to award a filing fee for this application.

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: November 21, 2013

Residential Tenancy Branch

