



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC RP FF O

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on May 25, 2017, as amended by an Amendment to an Application for Dispute Resolution, received at the Residential Tenancy Branch on June 22, 2017 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a One Month Notice to End Tenancy for Cause, dated June 21, 2017 (the "One Month Notice");
- an order requiring the Landlord to make repairs to the unit, site, or property;
- an order granting recovery of the filing fee; and
- other unspecified relief.

The Tenant attended the hearing on her own behalf, as did the Landlord. Both parties provided a solemn affirmation at the beginning of the hearing.

The Tenant confirmed the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was served on the Landlord by registered mail. Canada Post registered mail receipts were submitted in support. Subsequent documentary evidence was served on the Landlord by posting copies to the Landlord's door. The Landlord confirmed receipt of the Tenant's documents.

The Landlord submitted documentary evidence in response to the Tenant's Application. She testified packages were served on the Tenant by posting a copy on the door of the Tenant's rental unit, and in person. The Tenant confirmed on receipt of the Landlord's documentary evidence.

No further issues were raised with respect to service and receipt of the above documents. The parties were provided an opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Preliminary and Procedural Matters

At the beginning of the hearing, the Tenant advised she has a hearing disability. Accordingly, I requested that all parties speak slowly and clearly during the hearing to ensure the Tenant was able to hear the evidence. No further issues were raised by the Tenant with respect to this issue.

In addition, the Landlord advised at the commencement of the hearing that a third party would be attending to assist with translation as needed. However, no one else called in to participate and the hearing proceeded. No further issues were raised by the Landlord with respect to this issue. In any event, I experienced no difficulty in understanding the Landlord's oral testimony.

Issues

1. Is the Tenant entitled to an order cancelling the One Month Notice?
2. Is the Tenant entitled to an order requiring the Landlord to make repairs to the unit, site, or property?
3. Is the Tenant entitled to an order granting recovery of the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence by the Landlord. It confirmed the fixed-term tenancy began on April 1, 2017 and was to end on March 31, 2018. The Landlord testified the Tenant moved in before April 1, 2017, although nothing turns on this information. The agreement confirms rent in the amount of \$1,200.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$600.00, which the Landlord holds.

The Landlord wished to end the tenancy on the bases that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord, and has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.

The Landlord provided oral testimony and referred me to documentary evidence. First, the Landlord referred me a letter dated May 30, 2017. In it, J.W., a handyman, described the steps he had taken to make repairs to the unit. He also briefly described an incident during which the Tenant "exploded in anger", calling the Landlord "cheap, trash, garbage".

Second, the Landlord directed me to correspondence from the Tenant. In one undated email, the Tenant's threat appeared as follows: "I will take you to the court and ask

\$50,000.00 as compensation for damages.” Further, in an email from the Tenant, dated June 12, 2017, she stated: “Firstly I have to tell you that your way of communicating is a clear evidence of your low social class and your low level of education...you are no one to tell me to obey the rules when you neither obey nor respect the Canadian rules.” Additionally, in an email dated June 18, 2017, the Tenant wrote the following to the Landlord in relation to noise emanating from the Landlord’s suite: “This behaviour is typical of very low social classes, socially resentful and emotionally disturbed individuals.” The Tenant went on to remind the Landlord that “Canada is a country govern by the Rule of Law.” I also note that in a letter marked as Exhibit “D” to the Tenant’s Application, the Tenant acknowledged calling the Landlord “overbearing, arrogant and cheap”. In a letter to the Landlord marked as Exhibit “J” to the Tenant’s Application, she stated:

Finally, I am sorry if you got offended with the low class word. The fact is that your overbearing behaviour and your English communication style are not indicative of you being a member of the elite or having received a Rhodes good education.

[Reproduced as written.]

Third, the Landlord testified the Tenant has made comments about her being Chinese, and has mocked the speech of the Landlord’s husband.

Finally, the Landlord testified that during a disagreement with the Tenant on May 20, 2017, the Tenant raised her hand to hit the Landlord’s daughter. Police attended and attempted to negotiate an end to the tenancy, which was not successful.

In closing submissions, the Landlord testified she and her family are fearful of the Tenant’s words and actions, and that her daughter does not wish to come to the house as long as the Tenant is there. The Landlord wishes to end the fixed-term tenancy. Accordingly, she issued the One Month Notice, which was served on the Tenant by posting a copy to the door of the Tenant’s rental unit on June 21, 2017. The Tenant’s Application confirms receipt on that date.

In reply, the Tenant denied the Landlord’s testimony, although she did not specifically refer to any documentary evidence in her submissions. She testified she was not given notice with respect to the actions that gave rise to issuance of the One Month Notice. She also testified she was not provided with any photographic evidence or reports of the impact of her actions on the Landlord’s health.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 47 of the *Act* confirms a landlord's right to end a tenancy for the reasons enumerated therein. In this case, the Landlord's testimony and documentary evidence, which I accept, confirmed threats of litigation, and disparaging remarks regarding the Landlord's proficiency in English and nationality. Some of these remarks, summarized above, were also confirmed in documentary evidence submitted by the Tenant. I also accept the Landlord's evidence that her family members have been concerned by and have felt threatened by the Tenant's behaviour and comments. I find the statements made by the Tenant significantly interfered with and unreasonably disturbed the Landlord. Accordingly, I find that the One Month Notice is upheld and the Tenant's Application to cancel the One Month Notice is dismissed.

When a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I grant an order of possession to a landlord. As I have dismissed the Tenant's Application and determined the One Month Notice complied with section 52 of the *Act*, I grant the Landlord an order of possession, which will be effective on July 31, 2017, at 1:00 p.m. Accordingly, it is not necessary for me to consider the Tenant's Application as it relates to repairs or recovery of the filing fee.

Conclusion

By operation of section 55 of the *Act*, I grant the Landlord an order of possession, which will be effective on July 31, 2017, at 1:00 p.m. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: July 12, 2017

Residential Tenancy Branch