



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated May 28, 2017.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was served on the Tenant by posting on May 28, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the Tenant was personally served on the landlord on June 9, 2017.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated May 28, 2017?

Background and Evidence

The tenancy began on August 1, 2016. The present rent is \$850 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$425 at the start of the tenancy.

A dispute has arisen between the landlord and the tenant about the tenant's use of a storage shed. The tenant testified she rented the rental unit from the landlord's cousin and the cousin agreed the tenant could use the storage shed. The landlord disputes this. He testified the use of the storage shed was not included with the rent and he has asked the tenant to remove her belongings.

Unfortunately the tenant did not file an Application for Dispute Resolution to have this issue adjudicated. Rather she responded the landlord's request with many text messages that are very abusive including a lot of swearing. The landlord produced 12 pages of text messages over a period from April 9, 2017 to May 28, 2017 from the tenant showing the abusive language. The text messages continued after the date the one month Notice to End Tenancy was served on May 28, 2017.

The text messages also included threats from the tenant including the following sent in early April "So STOP harassing me about the she, fix the shit u need to fix & collect your rent & then you won't be reported to the city for ILLEGAL SUITES." The landlord submits this is blackmail and extortion. The landlord testified this conduct has been very stressful on her and his family and it has significantly interested and unreasonably disturbed his use of his property.

The tenant acknowledges her bad language and stated "My bad." However, she denies blackmail and extortion. She testified she has young son who lives with her. Her other son is in Children's Hospital being treated for cancer. The shed has belongings from the other son who is being treated for cancer.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord

Analysis:

After carefully considering all of the evidence I determined the landlord has sufficient cause to end the tenancy for the following reasons:

- I determined the abusive conduct of the tenant through the use of the text messages over an extended period significantly interfered with and unreasonable disturbed the landlord.
- I also determined that much of what was included in the text messages included threats. If the landlord's rental property does not satisfy the requirements of the Municipality the tenant has a right to report to the Municipality. However, she does not have the right to say I won't report it if you stop your demands about removing my belongings from the shed.
- This dispute could have easily been resolved by the tenant applying to the Residential Tenancy Branch to have an arbitrator determine whether her position

is correct. However, her conduct with the abusive language and veiled threats is inappropriate and grounds to end the tenancy.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the one month Notice to End Tenancy. I order that the tenancy shall end come to an end.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession 7 days after service of this Order on the Tenant. .

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

This decision is final and binding on the parties.

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 10, 2017

Residential Tenancy Branch