



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, LRE, OLC, PSF, RP, FFT

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause, for an Order requirement the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; for an Order requiring the Landlord to provide services or facilities; for an Order requiring the Landlord to make repairs, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on November 16, 2019 the Dispute Resolution Package and evidence she submitted to the Residential Tenancy Branch with the Application for Dispute Resolution were sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On November 21, 2019 the Tenant submitted 93 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was faxed to the Landlord on November 21, 2019. The Agent for the Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On November 22, 2019 the Tenant submitted 30 pages of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was mailed to the Landlord on November 22, 2019. The Agent for the Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

In November of 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was mailed to the Tenant,

although he cannot recall the date of service. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On December 10, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. As this evidence was not served in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure, it was not accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party present at the hearing affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

All of the evidence accepted as evidence for these proceedings has been reviewed but it is only referenced in this written decision if it is relevant to my decision.

Preliminary Matter #1

The Tenant's behaviour during the hearing was highly disruptive.

The Tenant repeatedly interrupted the Arbitrator and the Agent for the Landlord, although she was cautioned on several occasions to only speak when given direction to do so. The Tenant was placed in "mute mode" for approximately 3 minutes, which prevented her from speaking during the teleconference. The Tenant was removed from "mute mode" after my initial introductory remarks.

On numerous occasions the Tenant did not respond for at least 20 seconds after being asked a question, although she stated she did not have any difficulty hearing the proceedings. On several occasions the Tenant indicated that she had responded, although I did not hear a response and the teleconferencing system did not show that she had been speaking.

On numerous occasions the Tenant would repeat her response three or four times, without waiting for a response or direction from the Arbitrator.

At the conclusion of the hearing the Tenant was given several opportunities to provide additional evidence, at which point she simply repeated information that she had previously provided during the hearing.

In spite of the Tenant's disruptive behavior, delayed responses, and being placed on "mute mode" on one occasion, I am satisfied that the Tenant was given a reasonable opportunity to present evidence at these proceedings.

Preliminary Matter #2

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the Tenant identified several issues in dispute on the Application for Dispute Resolution, which are not sufficiently related to be determined during these proceedings.

I will consider the most urgent issue in dispute at these proceedings, which is possession of the rental unit. In addition to the application to set aside a One Month Notice to End Tenancy for Cause, I will consider the application to recover the filing fee.

I dismiss the remainder of the Tenant's claims, which include an application for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; for an Order requiring the Landlord to provide services or facilities; for an Order requiring the Landlord to make repairs. These issues are dismissed, with leave to re-apply, providing those issues were not already adjudicated at a previous dispute resolution proceeding.

Preliminary Matter #3

The Agent for the Landlord stated that the Respondent named on the Tenant's Application for Dispute Resolution is also an agent for the Landlord of this rental unit, although she is no longer managing this particular property. He stated that the Landlord is properly identified on the Two Month Notice to End Tenancy that is the subject of this dispute.

On the basis of the information provided by the Agent for the Landlord, I have added the name of the Landlord, as provided on the Notice to End Tenancy, to this Application for Dispute Resolution, pursuant to rule 7.13 of the Residential Tenancy Branch Rules of Procedure.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Agent for the Landlord stated that this tenancy began on August 01, 2002 and that rent is due by the first day of each month.

The Tenant stated that this tenancy began on July 15, 2001 and that rent is due by the first day of each month.

The Agent for the Landlord stated that a One Month Notice to End Tenancy for Cause (Notice to End Tenancy) was placed in the mail slot of the Tenant's door on October 25, 2019. The Tenant stated that she found this Notice to End Tenancy on the floor of her rental unit on October 25, 2019.

The Notice to End Tenancy declared that the tenancy was ending because the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; the tenant or a person permitted on the property has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and the Tenant has breached a material term of the tenancy.

The Agent for the Landlord and the Tenant agree that this tenancy was the subject of a dispute resolution proceeding in May of 2019. At the conclusion of those proceedings a Residential Tenancy Branch Arbitrator:

- dismissed the Tenant's application to dispute a rent increase;
- dismissed the Tenant's application for emergency repairs;
- dismissed the Tenant's application for an Order suspending or setting conditions on the Landlord's right to enter the rental unit;
- dismissed the application for an Order requiring the Landlord to provide services or facilities;
- dismissed the Tenant's application to recover the fee for filing an Application for Dispute Resolution;
- concluded that the Tenant had failed to establish her son had been evicted; and
- concluded that a Ten Day Notice to End Tenancy was withdrawn, by mutual consent.

The Landlord contends that the Tenant has sent numerous emails to the agent for the Landlord that is named as the Respondent in the Tenant's Application for Dispute Resolution and to the president of the company that manages the rental unit. The

Tenant does not dispute sending the emails. Copies of these emails were submitted in evidence.

The Agent for the Landlord stated that:

- the Tenant sent the emails in an effort to have the husband and wife who manage the rental unit fired;
- the emails are abusive and slanderous;
- he believes the emails were sent, in part, because the Tenant was unhappy with the results of the dispute resolution proceeding in May of 2019;
- he sent the Tenant a letter, dated August 07, 2019, in which the Tenant was told to refrain from sending emails;
- the Tenant continued to send emails after she was served with the letter dated August 07, 2019;
- he believes the series of emails sent interfere with the husband and wife's ability to effectively manage the residential complex;
- he believes the series of emails place undue stress on the husband and wife who manage the residential complex;
- the emails have been particularly stressful for the female manager who is intimidated by the Tenant and is very disturbed by the attempts to end her employment;
- the Landlord wishes to end the tenancy in an attempt to protect the Landlord's employees from this abusive behavior; and
- he does not believe the Tenant is going to stop sending emails in which she demands the termination of the husband and wife management team.

The letter, dated August 07, 2019, was submitted in evidence. This letter clearly informs that Tenant that the Landlord considers the Tenant's emails regarding the husband and wife management team to be "extremely critical and disparaging against our employees and you are slandering their reputation". The letter instructs the Tenant to "immediately cease your campaign of spreading malicious rumors about" the managers. The letter further informs the Tenant that her tenancy will end if she does not refrain from spreading the rumors.

When the Tenant was asked why she continued to send emails requesting that the managers be terminated after she received the letter of August 07, 2019, she repeatedly asserted that the managers were harassing her and violating her human rights. She did not explain why she continued to send the emails after she received written direction to stop, although she was given several opportunities to do so.

The Agent for the Landlord stated that in September of 2019 the Tenant contacted the RCMP and reported that the female manager was harassing her. He stated that the police investigated the complaint and concluded that it was unfounded.

The Tenant stated that in September of 2019 she contacted the RCMP and attempted to obtain a Peace Bond which prevented the female manager from having contact with the Tenant. She refused to state the results of the police investigation, although she was given several opportunities to do so.

The Agent for the Landlord stated that the Tenant has paid rent for January of 2020 and that the Landlord would permit the Tenant to remain in the rental unit until January 31, 2020, if the Notice to End Tenancy is upheld.

Analysis

Section 47(1)(d)(i) of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. I find that the Landlord has submitted sufficient evidence to show that there are grounds to end this tenancy pursuant to section 47(1)(d)(i) of the *Act*.

In determining that the Tenant has significantly interfered with or unreasonably disturbed the landlord of the residential property, I was heavily influenced by the emails the Tenant sent to an agent for the Landlord and the president of the company that manages the residential complex. I find that the allegations contained in the emails are highly inflammatory and would unreasonably disturb most reasonable employees.

In determining that the Tenant has significantly interfered with or unreasonably disturbed the landlord of the residential property, I was further influenced by the fact that the Tenant continued to send highly inflammatory emails to an agent for the Landlord and the president of the company that manages the residential complex even after she received a written letter, dated August 07, 2019, in which she was directed to refrain from sending such emails.

Since the Tenant received the letter dated August 07, 2019, she has sent approximately 10 emails to an agent for the Landlord and the president of the company that manages the residential complex. The emails tend to simply repeat the highly inflammatory comments and they demand that the husband and wife management team be

terminated. In addition to the inflammatory nature of the emails, I find that the sheer number of emails would unreasonably disturb most reasonable employees.

In determining that the Tenant has significantly interfered with or unreasonably disturbed the landlord of the residential property, I was further influenced by the undisputed evidence that the Tenant contacted the RCMP and reported that she was being harassed by the female manager. I find that being the subject of a police investigation would unreasonably disturb most reasonable employees.

In the event a tenant believes a landlord or an agent for a landlord is acting improperly, the tenant has the right to bring the matter before the Residential Tenancy Branch and request an Order requiring the landlord to comply with the *Act*. The Tenant did so in May of 2019 and was unsuccessful.

In the event a tenant is unsuccessful in establishing that a landlord has breached the *Act* at a dispute resolution proceeding, it is not open to the tenant to engage in an on-going campaign to malign the character of an agent for the landlord to that person's employer, particularly when the employer has directed the tenant to refrain from such behavior. I find it concerning that the Tenant has not accepted the finding of the previous Arbitrator and has continued to assert that the Landlord has acted inappropriately.

In adjudicating this matter, I was influenced, to some degree, by the police report that was submitted in evidence. These police report clearly indicates that the police were unable to substantiate the Tenant's allegations of harassment. I also find it concerning that the Tenant has not accepted the finding of the investigating police officer and has continued to assert that she is being harassed.

The Tenant's failure to accept the findings of the police investigation and the Residential Tenancy Branch decision of May 29, 2019 causes me to conclude that the Tenant will continue to make disparaging remarks about the husband and wife management team, which will continue to unreasonably disturb them and make it very difficult from them to manage this rental unit.

In adjudicating this matter, I was influenced, to some degree, by the fact that during the hearing the Tenant continued to make inflammatory comments about the husband and wife management team. This supports my conclusion that the Tenant will continue to make disparaging remarks about the husband and wife management team, which will

continue to unreasonably disturb them and make it very difficult from them to manage this rental unit.

For all of the aforementioned reasons, I am satisfied the Landlord has grounds to end this tenancy, pursuant to section 47(1)(d)(i) of the *Act*.

As I have determined that the Landlord has satisfied the legislative requirements to end this tenancy, I dismiss the Tenant's application to set aside the One Month Notice to End Tenancy. As the application to set aside the Notice to End Tenancy has been dismissed, I must grant the Landlord an Order of Possession, pursuant to section 55(1) of the *Act*.

I find that the Tenant has failed to establish the merit of her Application for Dispute Resolution and I dismiss her application to recover the fee for filing the Application.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on **January 31, 2020**, pursuant to section 55(1) of the *Act*. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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: December 13, 2019

Residential Tenancy Branch