



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SPALL STORAGE CENTER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC MNDCT DRI LRE FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for the following:

- to cancel a 1 Month Notice to End Tenancy for Cause dated August 10, 2020 (1 Month Notice),
- for an order to suspend or set conditions on the landlords' right to enter the rental unit or site,
- to dispute a rent increase,
- for a monetary claim of \$25,100.00,
- recovery of the cost of the filing fee.

The tenant, and two agents for the landlord company (agents) attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The parties were affirmed. The parties were provided with the opportunity to submit documentary evidence prior to this hearing. I have reviewed all oral and documentary evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither party raised concerns regarding the service of documentary evidence or the application. As a result, I find the parties were sufficiently served in accordance with the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Rule 2.3 of the RTB Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on their application, the most urgent of which is the application to cancel the 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 1 Month Notice and the tenant's application to recover the cost of the filing fee at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply.

In addition, the tenant confirmed they did not have an email address and the landlords confirmed their email address during the hearing. The parties were advised that the decision would be sent by regular mail to the tenant and by email to the landlord.

Also, the landlords requested that their application for monetary loss scheduled for October 27, 2020 be joined with this application, which was denied, as I find that application is not relevant to the 1 Month Notice before me.

Issues to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?
- Is the tenant entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

Neither party submitted a copy of the 1 Month Notice for my consideration. As a result, the parties agreed as to the contents of the 1 Month Notice. The tenant confirmed that they received the 1 Month Notice dated August 10, 2020 the next day on August 11, 2020 and filed to dispute the 1 Month Notice on August 20, 2020.

The parties agree that the 1 Month Notice lists seven causes including:

1. Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
2. Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

3. Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk.
4. Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property.
5. Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
6. Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to jeopardize a lawful right or interest of another occupant or the landlord.
7. Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.

The tenant disputed the 1 Month Notice before the 10-day timeline provided for under the Act. The effective vacancy date indicated on the 1 Month Notice is listed as September 30, 2020.

Regarding cause #1 listed above, the landlord provided an email for my consideration written by a customer of the landlord's business, complaining about a sign placed in the truck of the tenant. The email dated August 11, 2020 reads in part:

...As a concerned customer I felt I should reach out to you regarding my experience at your place of business when I came for my appointment with you on Aug. 6 2020.

Upon arriving at your office I pulled into the parking lot and the first thing that caught my eye was a pick up truck backed into a spot close to your entrance with a large homemade sign posted across the inside windshield with derogatory profanities written on regarding your business, I have to say I was shocked. I got out of my vehicle and started walking towards the entrance of your office only to come across a gentleman propped up against the cement block by your entrance smoking marijuana.

I have to say it made me feel very uncomfortable. There have been times that I have dropped my personal information and business receipts in the drop box you provide your clients outside the door, I'm not sure I feel comfortable with this anymore. My experience with you and your staff and the service you provide has always been exceptional, however I felt I should reach out as new customers may not have a good first impression if they were to come upon the situation I did last week.

Although the police came and dealt with this man while I was there, upon leaving my appointment there was a piece of wood hanging from the rear view mirror with another derogatory message on it...

The agents submitted a photo of the sign in the tenant's truck window that read as follows:

[Name of business] OPERATED BY A GANG OF LIARS

The tenant confirmed that they created the sign and had it in their truck and that they placed the sign there as a protest for the landlord's bullying behaviour. The tenant confirmed that the police attended but was advised by the police that it was the tenant's "free speech". The tenant had nothing in writing from the police indicating that they did not have any issues with the sign in their truck.

While the agents stated that the sign was put up numerous times afterwards, the tenant denied that during the hearing.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, I find the actions of the tenant to be unreasonable and that placing such a sign in front of the landlords' place of business, that the tenant has significantly interfered with or unreasonably disturbed the landlord as claimed in the 1 Month Notice. As a result, I find the landlord has provided sufficient evidence to prove that the 1 Month Notice is valid and accordingly, I dismiss the tenant's application in full, without leave to reapply, other than the portion severed above. If the tenant felt bullied, the tenant should have applied for dispute resolution before placing such signs against the landlord, which the tenant failed to do.

I find it is not necessary to consider any other causes listed on the 1 Month Notice as I find that by placing derogatory signs to defame the landlord, that the tenancy must end and that the actions of the tenant were purposely vexatious.

Section 55 of the Act applies and states:

Order of possession for the landlord

55(1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, **the director must grant to the landlord an order of possession of the rental unit if**

(a) **the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and**

(b) **the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.**

[Emphasis added]

I find the 1 Month Notice as described by the parties complies with section 52 of the Act. Therefore, I grant the landlords an order of possession pursuant to section 55 of the Act **effective October 31, 2020 at 1:00 p.m.** I have used this date as the parties confirmed during the hearing that money for use and occupancy for October 2020 has been paid. I find the tenancy ended on September 30, 2020, which was the effective vacancy date listed on the 1 Month Notice.

I do not grant the filing fee as the tenant's application has no merit.

Conclusion

The tenant's application to cancel the 1 Month Notice to End Tenancy for Cause has been dismissed in full and has no merit.

The 1 Month Notice issued by the landlords has been upheld. The tenancy ended on September 30, 2020.

The landlords have been granted an order of possession effective October 31, 2020 at 1:00 p.m. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia. The tenants may be held liable for the costs associated with enforcing the order of possession.

The filing fee is not granted as noted above.

This decision will be emailed to the landlord and sent by regular mail to the tenant. The order of possession will be emailed to the landlords only for service on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 6, 2020

Residential Tenancy Branch