Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, FFL

Introduction and Preliminary Matters

This Decision pertains to cross-applications filed by the parties. On April 9, 2021, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to Section 47 of the *Residential Tenancy Act* (the "*Act*").

On May 20, 2021, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on the Notice pursuant to Section 47 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On April 23, 2021, the Tenant filed a Request for Alternate Hearing Format seeking that this hearing proceed by way of written submissions only, pursuant to Rule 6.4 of the Rules of Procedure (the "Rules"). This request was granted pursuant to Rule 6.3 of the Rules and Section 74 of the *Act*, as per the Interim Decision (the "Interim Decision") dated July 7, 2021.

As outlined in the Interim Decision, ordinarily, any questions that may have arisen with respect to evidentiary submissions may have been answered during a teleconference hearing. However, as the Tenant made a Request for Alternate Hearing Format, and as this request was granted, the parties were Ordered to organize and submit their evidence so that any such concerns would not arise. To re-iterate, this Interim Decision specifically required the parties to abide by certain conditions in order to have their submissions and evidence considered.

Determination of Evidentiary Submissions

In assessing the admissibility of the documents that have been submitted by either party

in relation to what was Ordered in the Interim Decision, it is evident that neither party complied with the clearly outlined requirements of that Interim Decision.

I have no proof of service from the Tenant if what she submitted to the Residential Tenancy Branch was actually served to the Landlords in compliance with the Interim Decision. However, it does appear as if the Tenant submitted proof of service of some documents that were sent to the Landlords by email on August 6, 2021. While this did not comply with the Interim Decision, as the Landlords did not advise that they had not received any of the Tenant's submissions or evidence, I accept that the Landlords have, more likely than not, been served with the Tenant's submissions and/or evidence package, as well as her late submissions on August 6, 2021. As such, I have accepted all of the Tenant's submissions and/or evidence packages and will consider them when rendering this Decision.

However, the Tenant is reminded that she was required to specifically and clearly outline her position, claims, and arguments as I am not able to review randomly submitted documents and formulate a case or position for a party. It is not within the purview of my jurisdiction, nor is it my role, to review the immense number of the Tenant's uploaded files in an attempt to piece together her evidence and establish whatever position it is that she is attempting to advance. As such, the Tenant is cautioned that I have reviewed the submitted documents to the best of my ability; however, I will not be creating the Tenant's defence for her or attempting to presume a situation or conclusion that has not been clearly identified by the Tenant.

With respect to the Landlords' submissions, given that the Tenant has acknowledged receiving the Landlords' evidence on July 23, 2021, I am satisfied that the Landlords' 287-page submissions and/or evidence package was sufficiently served to the Tenant. As such, I have accepted this 287-page submissions and/or evidence package. However, the four volumes of evidence that counsel elected not to re-submit, as Ordered in the Interim Decision, will be excluded and not considered when rendering this Decision.

Tenant's Concerns with Procedural Fairness

In reviewing the Tenant's unorganized upload of approximately 100 different files, the Tenant responded in one document stating the following:

> [T]his is not how written hearings are done. The landlord was required to provide me with his written submissions and evidence first and I was to be given the chance to review these and then respond. You ordered that we both give each other our submissions at the same time which clearly would not be procedurally fair. When the last hearing was reopened and done in writing I had to give my landlord my submissions first and he was given the time to review them and respond. This did not happen in this case.
>
> These matters were not dealt with by the tenancy branch or you so now everything is a big mess and I could not submit my written response and all evidence as the landlord only gave me his at 4pm on Friday July 23, 2021 and he has added new allegations since issuing me this notice and they are all blatant lies and I have the right to review these and respond.
>
> I did not know what to do and I just submitted evidence online to ensure I did not unfairly lose my home[.] [SIC]

I find it important to note that this hearing proceeded by way of written submissions only, which was based on the Tenant's own Request for Alternate Hearing Format. Given that I have the authority under the *Act* and the Rules to determine the manner with which a hearing is conducted, the requirements for documentary submissions and/or evidence packages were established in my Interim Decision so that the parties could make their arguments clearly and present their cases in a manner that could be followed logically and concisely.

Furthermore, the *Act* and Rules permit the Arbitrator conducting the Dispute Resolution Proceeding to determine how this type of proceeding is managed. Despite the Tenant's beliefs on how a proceeding via written submissions only should be conducted, I have the authority to establish the best manner in which to do so, and those requirements were clearly stipulated and outlined to the parties in the Interim Decision.

Again, the reason for specifically outlining how submissions and evidence be uploaded is to ensure that each party's position is clear and articulated in a manner that could be understood by any person reviewing them. However, I agree with the Tenant that the principles of administrative justice and procedural fairness must still apply and as set out below, I am satisfied that no procedural unfairness occurred against the Tenant.

With a teleconference hearing, when testimony is provided, I have the ability to ask questions and clarify uncertainties in what has been presented. However, in a proceeding that is conducted by way of written submissions only, this is not a luxury that is afforded. Hence, the importance of clear, organized, relevant submissions.

With respect to the Tenant's claim that the requirements of the Interim Decision were not procedurally fair, I find it important to note that the Tenant indicated in an August 6, 2021 submission that "I specifically stated in my written request to have this hearing in writing that my landlord **had already given me his evidence and reasons for eviction [emphasis added]** so all I needed to do was respond to this." In my view, I find that this confirms, at the very least, that she had received a copy of the Notice and the Schedule A summary of the reasons for why the Notice was served. Moreover, as many of the documents that the Tenant re-submitted in response to the Interim Decision were her submissions with respect to her dispute of the reasons on the Notice and the Schedule A, I am satisfied that she was aware of the reasons the Landlords served the Notice.

While the Tenant claimed that the Landlords made new arguments when they provided their submissions and/or evidence package on July 23, 2021 pursuant to the Interim Decision, the Tenant has not indicated where or what these new arguments were, and I do not find any evidence of new arguments. Regardless, I find it important to note that the onus is on the party issuing the Notice to substantiate the validity of the reasons for service of the Notice. However, I only need to be satisfied on a balance of probabilities that one of the reasons is justified for service of the Notice. As will be addressed below, this Decision is based on the reason that 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." As such, even if the Landlords brought up new arguments, which I am not satisfied that they did, since I found the specific ground above for ending the tenancy under the *Act* to be determinative, I found it unnecessary to address any remaining grounds or arguments.

I note that the Landlords submissions for this reason on the Notice were due to the "voluminous and egregious communications by hundreds of emails and letters which demonstrates a continuing hatred, and contempt for the Landlord and its management staff." Moreover, the Schedule A that accompanied the Notice clearly indicated to the Tenant that the Notice was served due to her "sending approximately 249 emails from September 17, 2020 to March 15, 2021" and that she sent "approximately 30 letters from November 30, 2019 to March 10, 2021" that disparaged the Landlords and included the "use of profanity, unfounded accusations and threats." In addition, the

Tenant “disturbed other tenants by copying her complaints to them and involving them in her arguments.” Finally, the Schedule A also indicated that the Notice was served because the Tenant “posted Craigslist advertisements to the general public… to discourage prospective renters… and impeding management by excessive messaging and by creating conflicts with other tenants of the building.”

These reasons were clearly known to the Tenant and the submissions made by the Landlords on these points were not new arguments. Furthermore, the additional late submissions and evidence provided by the Tenant on August 6, 2021 were accepted and considered when rendering this Decision. As these were composed after the Tenant received the Landlords’ 287-page submissions and/or evidence package, I am satisfied that her late submissions and evidence would constitute an additional opportunity for the Tenant to address and/or rebut the Landlords’ allegations.

As all of the Tenant’s late submissions and evidence have been accepted and considered as well, I find that the Tenant’s concerns with procedural fairness are unfounded as the supplementary acceptance of her additional submissions and evidence afforded her with a further opportunity to respond to any other allegations that she may have been previously unaware of, regardless of the requirements noted in the Interim Decision.

With respect to the Tenant’s concern that her “counter-claims” be heard as well, I note that these Applications pertain solely to whether or not an Order of Possession should be awarded to the Landlords based on the Notice. My Order that the parties not be allowed to submit an additional Application for Dispute Resolution to be crossed or joined with the Applications for Dispute Resolution currently before me is because the Tenant’s claims for compensation are not sufficiently related to the reasons for ending the tenancy listed on the Notice, or the validity or enforceability of the Notice.

As well, as per Rule 2.3 of the Rules of Procedure, I have the discretion to sever and dismiss unrelated claims. Regardless of my Interim Decision indicating that further Applications would not be considered in this Decision, even if the parties had submitted other Applications or had already made other claims in these Applications, those issues would have been severed as unrelated. As noted above, the only matter that will be dealt with here is the Notice and the matters relating to possession of the rental unit. The Tenant is at liberty to apply for any other claims under a new and separate Application.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an Order of Possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with the *Act*.

I have reviewed the written submissions and evidence before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As an aside, as noted in the Interim Decision dated July 7, 2021, the Tenant was directed to make submissions about who the Landlords were; however, she did not do so. From her evidence, it appears as if it is her belief that the only person that she is responsible for responding to is an agent for the Landlords. As she has not provided any submissions to dispute the Landlords' submissions of who the Landlords are, as defined by the *Act*, I am satisfied that F.A. is one of the Landlords/Respondents, and the Style of Cause on the first page of this Decision appropriately reflects the correct names of at least two of the Landlords of the rental unit.

Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, are the Landlords entitled to an Order of Possession?
- Are the Landlords entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Notice that is the subject of this Application appears to have been served to the Tenant by hand on March 30, 2021. The reasons the Landlord served the Notice are 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;
    - Seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

- 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.

- 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 of the landlord.

In the Landlords' written submission, they advised that the Tenant significantly disturbed the Landlords and other tenants with her "voluminous and egregious communications by hundreds of emails and letters which demonstrates a continuing hatred, and contempt for the Landlord and its management staff and threatening legal action." They stated that from September 17, 2020 to March 15, 2021, the Tenant had sent approximately 249 separate emails to the Landlords, and from November 30, 2019 to March 10, 2021, she had sent approximately 30 letters to the Landlords. This correspondence is filled with profanity, unfounded accusations, and threats directed towards the Landlords.

They contend that when the Tenant has a dispute with other tenants of the building, she will continuously attack them and attempt to force the Landlords to evict a person that she has a problem with. Primarily for this Notice, the focus of the Tenant's dissatisfaction appears to be directed at one particular tenant ("S.T.") due to a dispute over a garden area of the common property. They submitted that the Tenant also disturbs other tenants of the building by including them in this correspondence in an attempt to foster discontent. Further to this, they stated that despite the Landlords' reasonable attempts to resolve these issues, the Tenant refuses to compromise and she uses an abusive tone in an attempt to force the Landlords to evict whatever person she happens to have a conflict with.

Moreover, they stated that on November 25, 2020, January 19, 2021, and January 21, 2021, the Tenant placed false and misleading information in online posts in an attempt

to discourage prospective tenants from renting a unit in the building, and this has hindered the Landlords' ability to rent units in the building.

With respect to why this Notice was served, they indicated that the Tenant became possessive of this garden area on the common property and she physically assaulted a building caretaker on August 16, 2020 over a dispute of this area. A signed statement from this person has been submitted as documentary evidence to support the allegations of this incident occurring. They stated that the Tenant sent so many repeated aggressive complaints to T.A., an agent for the Landlords, that a different building manager was designated to handle the Tenant's complaints. However, the Landlords stated that between August 30, 2020 and September 20, 2020, the Tenant sent this person 195 separate text messages and this person could not manage this overwhelming situation. Included as documentary evidence is a signed statement from this person confirming the unreasonable number of phone calls and text message from the Tenant during this period, which they argue contained an "extraordinary amount of verbal abuse, unfounded threats, and complaints of issues which had already been addressed." Also included as documentary evidence were 15 pages of the text messages between the Tenant and this building manager during this time period.

The parties agreed that on October 1, 2020, a notice was posted in the building for all residents regarding the common areas of the property. In addition, the parties also agreed that on October 31, 2020, a notice was posted informing all residents that Landlords F.A. and P.A. would be co-managing the building This notice was also confirmed received by the Tenant as it was provided in her own evidence. However, the Tenant refuses to acknowledge that F.A. is a Landlord, or his attempts at addressing her concerns.

The Landlords advise that the Tenant's responses to replies from the Landlords about her concerns are excessive, abusive, threatening, and at one point, she arbitrarily deducted $500.00 from her rent without authorization from the Landlords or the Residential Tenancy Branch. As well, the Tenant's correspondence to the Landlords, which she often includes other tenants in, is her attempt to undermine the Landlords from managing the property in a manner that is contrary to her desires. These points are all reflected in the Tenant's numerous email responses.

The Landlords state that based on the Tenant's antagonistic nature, they have attempted to avoid confrontation with the Tenant. However, they argue that the Tenant's correspondence clearly demonstrates that she has become emboldened, and

constantly provokes the Landlords in an attempt to achieve an outcome that she seeks, regardless of whether her objective complies with the *Act*. They submit that the Tenant's correspondence depicts hateful, contemptuous, racist comments and they provided documentary evidence to support this position. Furthermore, they argued that it is clear that the Tenant will not abide by any Decision or Order unless a ruling is made in her favour, threatening to take any unfavourable Decisions to the Supreme Court. They argued that it is clear from her correspondence that she believes that she is the only truthful party and that anyone with a contrary opinion is a liar in her mind.

The Landlords alleged that on November 25, 2020, the Tenant posted an online ad that falsely alleged that the building was infested with pharaoh ants; however, an inspection report had been completed where there was no such presence of insects observed. They stated that the Tenant also posted two other online ads that falsely alleged that the building was infested with bedbugs and that warned prospective tenants of illegal evictions. They stated that these were posted maliciously to damage the Landlords' ability to operate the business and re-rent any vacant units. They argued that a plain language review of these ads clearly demonstrates the Tenant's hostility and intentions to malign.

As noted, the Landlords have submitted a 287-page submission and/or evidence package which contains affidavits, witness statements, the Tenant's online ads, the Tenant's text messages exchanged, a substantial number of the Tenant's emails to the Landlords with the Landlords' responses, and two previous Supreme Court Decisions, amongst other documents. These were provided to support the Landlords' allegations regarding the Tenant's conduct.

The Tenant advised that there is a long history between her and the Landlords, and she believes that they have harassed her, resulting in a loss of her quiet enjoyment. Furthermore, she submitted that the Landlords are lying in their evidence by twisting facts. She stated that they have "knowingly and intentionally submitted false information for this hearing."

She stated that amongst other issues, she has had a dispute with a neighbouring tenant, S.T., whom she claimed destroyed her garden in October 2020, that was in a common area of the building. As well, she stated that this tenant has harassed, threatened, and verbally abused her, and the Landlords have done nothing to deal with this matter, despite her written requests to address her concerns about her resultant loss of quiet enjoyment.

As well, she stated that the Landlords have attempted to evict her multiple times in the past, unsuccessfully, and this constitutes harassment. She submitted that she has reported her complaints about the Landlords' conduct to the Compliance and Enforcement Unit of the Residential Tenancy Branch but advised that the investigations have not led to positive outcomes in her favour.

She submitted a considerable number of separate files, totalling almost 100, which are an assortment of word documents, character references, pictures, videos, written complaints, and email correspondence. These documents cover a vast array of issues regarding difficulties that the Tenant has had throughout her tenancy, and these were provided to support her allegations of problems during the tenancy.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

In considering this matter, I have reviewed the Landlords' Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. In reviewing this Notice, I am satisfied that the Notice meets all of the requirements of Section 52 and I find that it is a valid Notice.

I find it important to note that a Landlord may end a tenancy for cause pursuant to Section 47 of the *Act* if any of the reasons cited in the Notice are valid. Section 47 of the *Act* reads in part as follows:

Landlord's notice: cause

> ***47*** *(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*
>
> > *(d) the tenant or a person permitted on the residential property by the tenant has*
> >
> > > *(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i)has caused or is likely to cause damage to the landlord's property,

(ii)has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. As such, the onus is on the party issuing the Notice to substantiate the validity of the reasons for service of the Notice. However, I only need to be satisfied on a balance of probabilities that one of the reasons is justified for service of the Notice, and my Decision is based on the reason that 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."

In reviewing the totality of the evidence before me, it is apparent that the main source of conflict here is due to the deterioration of the relationship between the Tenant and S.T., whom she believes has purposefully destroyed her garden that she planted in a common area of the property. It appears as if there may have been conflict between these parties in the past as well. Regardless, it is evident that the relationship between those parties has become contentious and heated.

I note that it is incumbent on persons living in a shared complex to co-exist together peacefully, and it is not the role of the Landlords to manage personal differences between their tenants. However, when disputes devolve to the point that the parties' right to quiet enjoyment may be compromised, it is up to the Landlords to investigate the issue after being advised of the problem to determine if there is any fault of one or both of the parties.

In the case before me, I am satisfied that the Tenant has advised the Landlords that she believes that S.T. has breached her right to quiet enjoyment of the rental unit. It is also

apparent that it is the Tenant's belief that the Landlords have not taken the appropriate action and dealt with her concerns to her satisfaction. While I acknowledge that there may be some disputes between the Tenant and S.T., I note that in cases such as this one, these situations arise generally because it is not only one party that is at fault. Regardless, when reviewing the evidence in relation to why the Notice before me for consideration was served, my concern is with the manner with which the Tenant has chosen to deal with raising these issues to the Landlords.

As noted above, I accept that the Tenant has raised these concerns about S.T. with the Landlords. However, I find it important to note that the Landlords cannot simply act on complaints without first investigating the nature of the complaints to determine if there is a problem, and if so, to determine who is at fault. Clearly, the Landlords would require evidence to substantiate the Tenant's claims, as relying solely on one party's allegations would not be fair or just. In the Tenant's documentary submissions, she included an email from F.A., on October 22, 2020 at 8:41 PM, in response to her complaints. In this email, he replied:

> We are in the process of contacting [S.T.] to get his side of the story and we will address the issue accordingly. It is apparent that you may have received a threatening letter from [S.T.]. Please send us a copy of this letter and/or any other proof of his vandalism. As we explained to you previously, the ongoing situation between you and [S.T.] has been discussed with the rental board. Management cannot evict a tenant based solely on your feelings toward them. This being said, proof of the tenant's misbehaviour will help us with the cause.

She also included another email from F.A., on October 22, 2020 at 9:52 PM, where he stated:

> It seems like we need to reiterate yet again:
>
> 1. We will deal with [S.T.] however if you have evidence of him destroying your property and/or harassing tenants (including yourself) please give it to us so that we can build a case. We want to work with you on this matter however, again, we cannot evict someone based on accusations; the RTB will not allow it.

This second email appears to be in response to a reply that the Tenant sent to the Landlords; however, the Tenant did not include this reply in her evidence. Regardless, it

is clear that F.A. is requesting that the Tenant provide evidence to them to corroborate her complaints so that they can take the appropriate action.

The Tenant did submit an email dated October 23, 2020 at 9:54 PM, where she provided a lengthy reply that started with, “Are you really that foolish to even ask me to send you evidence. WHAT IN THE HELL DO YOU THINK ALL MY COMPLAINT LETTERS ARE TO YOU.” Nine subsequent lengthy, hostile emails were also sent to F.A. throughout that day.

On October 25, 2020 at 3:10 PM, in response to an email sent by F.A., she replied:

> Regarding your following statement I wish to respond
>
> Firstly who in the hell are you ? I do not know who you are neither do any of the other tenants. You have never had anything whatsoever to do with anything that goes in this building , The tenants have not received anything from tony informing us you are now managing this building so really anything you have to say means nothing to me.

As well, it should be noted that the Tenant’s email response contained hostile, aggressive, offensive, and profane language, including the comment, “SO WHY DONT YOU FUCK OFF AND STOP HARASSING ME ABUOT [sic] THIS GARDEN.”

In response, F.A. replied on October 25, 2020 at 6:05 PM with a civil email that attempted to address her concerns, and specifically in regard to her complaints of a dispute with S.T., he stated, “We are in the process of contacting [S.T.]. We will try to resolve this issue and take further action if necessary.”

On October 25, 2020 at 10:28 PM, the Tenant then sent a reply stating that:

> I told you that I was not dealing with you as I have no clue who you are and I did not receive anything in writing from Tony telling me you are now the manager and that I should deal with you. There is also absolutely no reason whatsoever for you to even be involved. The fact that you are clearly shows Tony is not capable of managing this building.
>
> I will not even be reading emails from you so do not bother sending me any. . You are extremely rude and you do not tell the truth. And your emails just stress

> me out more than I already am. And they also infuriate me and I then feel the need to respond and tell you off. And you are not worth getting myself upset over.
>
> And you can fuck right off still harassing me about my garden . .Are you really that stupid. You lied in that letter you wrote on October 5th and you have allowed a tenant to completely destroy my garden and you want to keep bringing this up. Who the hell are you anyways.

On October 26, 2020 at 8:50 AM, F.A. replied, “Thank you for your email. We are trying to work with you regarding your dispute with [S.T.]; a letter has been drafted and will be issued to [S.T.] early this week. If necessary, further action will be taken.” Furthermore, in this email, he noted, “Special reminder, your language and tone is too aggressive. Please be respectful. Your accusations, profanity, and name calling towards management and to tenants will not be tolerated.”

In reviewing these email exchanges, I find it important to note that the Tenant was of the view that she would not acknowledge F.A. as a Landlord and that she would only deal with T.A. However, this is not her determination to make and a letter was provided on October 31, 2021 to all of the residents of the building indicating that Landlords F.A. and P.A. would also be assisting T.A. with management of the building. Furthermore, she claims not to acknowledge F.A. as a Landlord; however, I have before me a significant number of emails submitted by both parties where the Tenant has initiated these emails to F.A. directly, reiterating her concerns. In many of these emails, she would also include other tenants of the rental building for some reason. It does not make sense to me why she would continually direct emails to a person that she insists is not her Landlord, but then still ask that this person address the issues that she believes she has in her tenancy. As well, it is not clear to me why she would include other tenants in this correspondence when it was not solicited by them.

In addition, in reading the content of these emails from the Tenant, it is evident that her tone is hostile, belligerent, profane, demanding, and highly offensive, despite F.A.’s reasonable and measured attempts to address the Tenant’s concerns with S.T., while also asking for assistance in resolving the matters. In my view, when reviewing the Tenant’s emails on the whole, it is obvious that the Tenant is condescending in an attempt to demean this person. Not only is this approach inappropriate, this is also not an effective manner with which to resolve any conflict. Despite being asked by F.A. to be more respectful in her replies, the Tenant refrained from doing so and continued to

respond consistently in the same manner throughout the approximately 250 emails to the Landlords. Again, while I acknowledge that the Tenant may be frustrated because the issues that she believes are a problem are not being addressed to her satisfaction, I find that there is a clear, consistent pattern of unacceptable behaviour as demonstrated by the Tenant.

Furthermore, the Tenant alleges that she has been harassed by the Landlords due to numerous emails sent to her by F.A. She stated in her August 6, 2021 submission that "He has selected the emails where I am telling him off but did not include the emails where he was harassing me." However, when reviewing the entirety of the evidentiary submissions of both parties, I do not find evidence that supports the Tenant's allegations. I have noted replies from F.A. to some of the Tenant's excessive emails, but these appear in response to what the Tenant has brought up. I find that there is insufficient evidence in the number of responses by F.A., or by its content or his tone, to corroborate any claims for purported harassment.

Moreover, there is no dispute that from August 30, 2020 to September 20, 2020, the Tenant sent at least 190 separate text messages to an agent of the Landlords, informing this person of her concerns with her tenancy. It should be noted that the content of these text messages is generally lengthy, and it is not an unreasonable stretch to consider the sheer volume of these messages as incessant as quite often, a large group of texts will be sent out within minutes of each other. For example, on August 31, 2020 alone, the Tenant sent 20 text messages between 7:47 AM to 8:51 AM and then sent an additional 30 text messages later that same day within a two-and-a-half-hour timeframe. The tone of these text messages, similar to the tone of her emails, is aggressive, profane, and increasingly threatening.

Given that the Tenant's evidence submitted is consistent with the Landlords', I am satisfied that the content, tone, and demeanour of the Tenant's emails and texts were rude, hostile, belligerent, unacceptable, and wholly inexcusable. When these messages are reviewed in their totality, there is no question that much of what is enclosed is uncalled for. In addition to that, I find that the sheer volume of correspondence, not only in length but in number, directed at the Landlords or agents of the Landlords to be entirely unnecessary and unreasonable. The recurring message in many of the Tenant's correspondence is her simply repeating a similar diatribe of the same issues that were brought up in recently sent messages. Clearly, the Tenant is unable to display an acceptable level of prudence or restraint and her repeated actions demonstrate anything but ordinary common-sense behaviour. Again, as noted above, I am cognizant

of the Tenant's alleged beliefs and complaints about S.T. and her frustration with how she believes this has been handled; however, her excessive and objectionable responses are not an acceptable method for addressing them.

Furthermore, when reviewing the totality of the evidence before me, I do not find her behaviour in this tenancy to be a recent development, but rather a reoccurring pattern of similar behaviour that she engages in. Of note, the Judge in a Supreme Court Decision dated March 4, 2013, that was submitted as documentary evidence, stated "I find the DRO's conclusion that the volume and tone of [the Tenant's] e-mails to the landlord constituted an unreasonable disturbance of the landlord reasonable. I have excerpted one of these emails above and I note that the other emails [the Tenant] sent to representatives of the landlord were similarly abusive and offensive."

Of further note, the Judge in a separate Supreme Court Decision dated July 14, 2017, that was submitted as documentary evidence, stated "that is because [the Tenant's] conduct is in large part the reason why we are here today." and "I strongly advise you not to put yourself in the situation where the same result is given as a result of the way in which you conduct yourself during the hearing."

As noted above, it is incumbent on persons living in a shared complex to co-exist together peacefully. In situations when two residents of the same complex have a dispute amongst themselves, it is rare that these disputes are borne out of the actions of only one party. While it is not beyond the realm of possibility that the Tenant may have legitimate complaints about the behaviours of S.T., I find it more likely than not that the Tenant is also contributing to the dysfunction in this relationship. Of significance is an email that the Tenant submitted as documentary evidence from another tenant of the building who stated, "What concerns me the most is that I'm about to be sucked into this [Tenant]-208 battle, which sounds like it's been going on for a while, and which I simply want no part of." It is evident that the manner with which Tenant carries herself demonstrates that she engages in an ongoing pattern of hostility and antagonism that has caused, and continues to cause, friction and discord. This behaviour of the Tenant is a clear contravention of the *Act*, and the Tenant's inappropriate conduct is not excused even if she has concerns with how another tenant is acting towards her.

When assessing the totality of the submissions and evidence before me on a balance of probabilities, I find that it is entirely evident that the sheer volume and size of the Tenant's correspondence, in such a short period of time, is excessive and unreasonable. Combined with the derogatory tone, vitriol, threats, antagonism, hostility,

and profanity included in the content of her correspondence, as supported by her own evidentiary submissions, I am satisfied that her continued, unrelenting barrage of inappropriate and completely unacceptable methods of attempting to communicate would fall into the category of unreasonably disturbing the Landlords. Despite being cautioned by F.A., and the Supreme Court, to express herself in a more respectful manner, her responses became more hostile and aggressive. When this unnecessary correspondence is evaluated from a distance with an objective viewpoint, it is clearly beyond anything that common sense or ordinary human experience would dictate to be considered even remotely reasonable.

Furthermore, given that the undisputed evidence is that the Tenant posted multiple disparaging ads online that carried an identical hostile, inappropriate, and profane tone as her other correspondence, I am satisfied that this would constitute a significant interference for the Landlords of the residential property. Despite the Tenant's displeasure with how she believes her concerns were managed during the tenancy, I do not find her overall actions to be consistent with how a person should behave in a tenancy, regardless of the circumstances.

Ultimately, I am wholly satisfied that these noted behaviours above are sufficient evidence to justify service of the Notice. As a result, I dismiss the Tenant's Application seeking its cancellation, I uphold the Landlords' Notice, and I confirm the Landlords' request seeking an Order of Possession.

Pursuant to Section 55 of the *Act*, I find that the Landlords are entitled to an Order of Possession. As the effective end date of the tenancy, noted on the Notice as May 1, 2021, has already passed, in accordance with my authority under Section 55 of the *Act*, the Order of Possession will be effective at **1:00 PM on August 31, 2021** after service of this Order on the Tenant. The Landlords will be given a formal Order of Possession which must be served on the Tenant. If the Tenant does not vacate the rental unit after service of the Order, the Landlord may enforce this Order in the Supreme Court of British Columbia.

As the Landlords were successful in their Application, I find that the Landlords are entitled to recover the $100.00 filing fee. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlords to retain this amount from the security deposit in satisfaction of this claim.

Conclusion

The Tenant's Application is dismissed without leave to reapply and the Landlords are provided with a formal copy of an Order of Possession effective at **1:00 PM on August 31, 2021** after service on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed 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: August 25, 2021

Residential Tenancy Branch