



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, OLC, RR, FFT

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order for the Landlord’s compliance - Section 62;
3. An Order for a rent reduction - Section 65;
4. A Monetary Order for compensation - Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the claims for the Landlord’s compliance, the rent reduction and the compensation are not related to the matter of whether the tenancy will end, I dismiss these claims with leave to reapply.

Issue(s) to be Decided

Are the Tenants entitled to a cancellation of the notice to end tenancy?

Are the Tenants entitled to recovery of the filing fee?

Background and Evidence

The following are agreed or undisputed facts: The tenancy of a house, located on farming property owned by the Landlord, started on November 1, 2018. At the outset of the tenancy the Landlord collected \$750.00 as a security deposit. Rent of \$1,400.00 is payable on the first day of each month. On May 28, 2021 the Landlord served the Tenants in person with a one month notice to end tenancy for cause dated May 27, 2021 (the "Notice"). The Notice sets out an effective date of June 30, 2021 and selects one reason for ending the tenancy: 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 Notice sets out as details a statement of two incidents of false reporting to the police in 2020 and "libelous and slanderous statements made to RTB". The Notice refers to an attached document.

The Landlord states that the Tenants have been making false accusations about the Landlord in reports to the police and have slandered the Landlord to the Residential Tenancy Branch (the "RTB") during previous proceedings at the RTB.

The Landlord states that around the end of July 2020 the Landlord placed a pressure gauge on the Landlord's irrigation system in order to document the amount of pressure being provided by the city. The Landlord states that the system had less pressure than what was agreed to be provided by the city. The Landlord states that between the date the gauge had been installed and to early September 2020, and on about 7 occasions, the Tenants removed the gauge to attach their water hose for outdoor plant and garden watering purposes. The Landlord states that the Tenants never replaced the gauge leaving the Landlord to do this. The Landlord states that these acts caused the Landlord to be frustrated as the Landlord was not getting any readings when the gauge was removed. The Landlord states that in February 2021 the Tenants were told in correspondence from the Landlord to stop removing the gauge. The Landlord states that the Tenants never removed the gauge again. The Landlord states that the Tenants

have caused the Landlord to be frustrated in the past by not replacing the Landlord's hose when they used it and that the Landlord's frustration is with them leaving items and not replacing them.

The Tenant states that they only removed the gauge to water their plants after the Landlord removed their water hose from use. The Tenant states that their hose had been connected to the Landlord's water system with the Landlord's consent. The Tenant states that the Landlord could have placed the gauge on the spigot used by the Landlord's hose instead of the spigot for the Tenant's hose. The Tenant states that the Landlord never reattached the Tenant's hose. The Tenant states that the gauge has not been removed since September 2020.

The Landlord states that the gauge needed to be on that spigot full-time and that the Tenants could have used other spigots. The Landlord believes that the Tenants are doing this only to spite the Landlord. The Tenant states that they sent a letter in February 2021 suggesting an alternative for their use of the water however the Landlord has not agreed to this.

Analysis

Section 47(1)(d)(i) of the Act provides that a landlord may end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property. Given the Landlord's evidence that the Tenants used the gauge to September 2020 and the Landlord's evidence that the Tenants were not informed until several months later that the Landlord objected to this use, I find that the Landlord has not shown that the Tenant's use of the gauge was an unreasonable disturbance. Further, the Landlord has not provided any evidence that the use for the seven occasions resulted in any significant interference with the reading of the water pressure and I do not consider mere frustration as evidence of significant interference or unreasonable disturbance. As making reports to the police and giving testimony during

legal proceedings are protected communications not subject to claims of libel and slander, I find that the Landlord has not substantiated that the Tenants should be evicted for any statements made in reports to the police or during RTB proceedings. For these reasons I find that the Landlord has not substantiated that the Notice is valid for its stated reason and that the Tenants are entitled to a cancellation of the Notice. The tenancy continues.

As the Tenants have been successful with their claim to cancel the Notice, I find that the Tenants are entitled to recovery of the **\$100.00** filing fee and the Tenants may deduct this amount from future rent payable in full satisfaction of this claim.

Conclusion

The Notice is cancelled, and the tenancy continues.

I grant the Tenants an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court 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 Act.

Dated: October 07, 2021

Residential Tenancy Branch