DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

This hearing also dealt with the Landlord's Application for Dispute Resolution under the Act for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant and the Landlord attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Tenant testified he served the Proceeding Package for claim 910196183 by email. The Landlord submitted that she had not agreed to be served by email and had not accessed the email sent by the Tenant. As the Landlord testified that she had not provided her email address as an address for service, I find that the Tenant did not serve the Proceeding Package for claim 910196183 to the Landlord in accordance with the Act.

The Landlord testified that she served the Proceeding Package for claim 910196734 by attaching it to the Tenant’s door on May 10, 2025. The Tenant confirmed receipt of the Proceeding Package and did not raise any issues with regards to service during the hearing. I therefore find the Tenant sufficiently served with the Proceeding Package for claim 910196734 under section 71(2)(c) of the Act.

Service of Evidence

The Tenant testified that he served his evidence to the Landlord by email. The Landlord submitted that she had not accessed the email containing the Tenant's evidence and was not prepared to address it at the hearing. As I have found that the Landlord had not provided her email address as an address for service, I find that the Tenant did not serve his evidence to the Landlord in accordance with the Act, and I have excluded it from my consideration.

The Landlord testified that she served her evidence to the Tenant by attaching it to his door on May 10 and 29, 2025. The Tenant confirmed receipt of the Landlord's evidence and did not raise any issues with regards to service during the hearing. I therefore find the Tenant was duly served under section 88 of the Act.

Claim 910196734

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on the One Month Notice?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The parties disagreed on the start date of the tenancy, but agreed that as of at least May 1, 2025, the current monthly rent is $100.00, due on the first day of the month. The parties disagreed on whether a security deposit had been paid.

The parties agreed that they had been living together in the home prior to the tenancy agreement beginning, which was in either November or December 2024. The tenancy agreement submitted into evidence shows a start date of November 2, 2024.

The Landlord testified that she served the One Month Notice in person on April 24, 2025. The Tenant confirmed receipt of the One Month Notice on April 24, 2025. A copy of the One Month Notice was included in the Landlord's evidence, which included the following reason for cause:

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

The Landlord submitted that the parties' living situation has deteriorated following the end of their personal relationship, which she claims has triggered a pattern of

harassment, intimidation, and unauthorized use of property by the Tenant. The Tenant submitted that the Landlord's allegations are exaggerated and misrepresented.

The parties provided evidence on the following issues:

Use of the Garage and the Yard

The parties agreed that the Tenant stores his possessions in the garage and in the yard, and that the Tenant and his children use the yard.

The Landlord's position is that the tenancy agreement does not allow the Tenant or his children to access or use the garage or yard.

The Tenant's position is that his use of the garage and yard are consistent with his past practice, that the tenancy agreement does indicate storage is included, and that he is currently unable to move heavy items out of the garage or yard due to his limited physical capacity following cancer treatment.

The Landlord submitted that the storage referenced in the tenancy agreement refers to storage closets in the rental unit and laundry room. The Landlord agreed that the Tenant had used the garage and yard during their personal relationship but submitted that since their relationship ended, the Tenant is no longer entitled to use the garage or yard under the tenancy agreement.

The tenancy agreement does include storage but does not describe the type or location of such storage. The tenancy agreement does not include a term on whether the Tenant is or is not allowed to use the yard.

Threating Messages/Harassment

The Landlord testified that on April 14, 2025, the Tenant sent the Landlord a text message threatening to remove bricks from her yard unless she paid him $2,750.00 by the end of the week. The Landlord testified that she called the RCMP with regards to this issue, and her perspective is that the RCMP told the Tenant this threat was unlawful.

The Tenant testified that he was asking the Landlord to pay for bricks that he had installed in her yard, and that his text was informing her that if she did not pay for them, he would need to reclaim them in order to sell them to someone else. The Tenant's perspective is that the RCMP viewed the text message and determined that it did not contain any threat.

The Landlord submitted that on April 15, 2025, the Tenant emailed her threatening to incriminate her for having two tenancy agreements in place for November and December 2024.

The Landlord submitted that on another occasion she called the RCMP to accompany her while she delivered a warning letter to the Tenant, and that the Tenant would not answer his door until the RCMP pounded on his window and demanded that he open the door. The Tenant submitted that it took him a few minutes to answer the door because he was washing dishes at the time.

The Landlord testified that on May 5, 2025, the Tenant parked his vehicle in such a way as to block the Landlord in the driveway so that she could not pick up her daughter from school. The Landlord called the RCMP as well as city bylaw officers regarding the incident.

The Tenant testified that he had arrived home to find a ticket on his vehicle and pulled into the driveway out of frustration. The Tenant submitted that the Landlord did not ask him to move his vehicle prior to calling the RCMP and bylaw, and that he would have moved it if she had asked him to.

Noise Complaints

The Landlord testified that the Tenant plays loud music that can be heard upstairs and slams doors so loudly that the house shakes. The Landlord called the RCMP regarding this issue and they recommended the Landlord and her daughter leave the home for the evening and limit communications with the Tenant to attempt to deescalate the situation.

The Tenant testified that the Landlord plays loud music directly above his bedroom every day until around 10:00–11:00 p.m. The Landlord submitted that she has not been staying in the house due to the issues between the parties, and that she leaves the music on a timer for her cat, since her cat is now alone in the upstairs unit.

Parking

The Landlord provided an email dated April 30, 2025, where she asked the Tenant to remove his Recreational Vehicle (RV) from the Landlord's property and/or the boulevard as the tenancy agreement does not include parking, electricity or water for an RV.

The Tenant responded that he has parked his RV on the boulevard for years, and that electricity, water, and parking for three vehicles are all included under the tenancy agreement.

The Landlord submitted that she is experiencing anxiety and Post-Traumatic Stress Disorder (PTSD) because of these incidents. The Landlord provided a letter from her counsellor indicating the reported actions of the Tenant slamming doors, harassment, yelling, and intimidation have negatively impacted the landlord's PTSD, anxiety, and migraines. The Landlord testified that she has proposed a mutual end to the tenancy, but the Tenant will not agree to end the tenancy.

Analysis

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.

Is the Landlord entitled to an Order of Possession based on the One Month Notice?

Section 47 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Section 47 of the Act states that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch (RTB). If the Tenant files an application to dispute the notice, the Landlord bears the burden to prove the grounds for the One Month Notice.

The Tenant confirmed receipt of the One Month Notice on April 24, 2025, and filed for dispute resolution on May 2, 2025, which is within the time frame allowed by section 47 of the Act. I find that the Landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice. In this case, the Landlord has the onus to prove, on a balance of probabilities, that the Tenant has significantly interfered with or unreasonably disturbed the Landlord or another occupant.

Policy Guideline 55 provides guidance on what it means for an interference to be "significant" or a disturbance to be "unreasonable." It clarifies that the legislation uses strong wording, like "significantly" and "unreasonably" to ensure that a landlord can only end the tenancy if the conduct in issue is something more than the annoyances that ordinarily arise when occupying the same building as other occupants. Policy Guideline 55 also clarifies that one of the primary purposes of the Act is to provide protections to tenants regarding ending tenancies beyond what exists at common law, and that the arbitrator must consider this remedial purpose of the legislation.

From their testimony, it is clear that the parties have had ongoing disputes between them that have created tension and deteriorated their relationship. The parties largely agreed that the above incidents occurred but disagreed as to whether they warrant the end to the tenancy.

Use of the Garage and the Yard

The parties agreed that prior to their breakup, the Tenant used and stored items in the garage and yard. I find that the Landlord has not proven, on a balance of probabilities, why the Tenant's continued use of the garage and yard after their breakup meets the threshold of being a significant interference or unreasonable disturbance, as this is continued behaviour that was previously acceptable to the Landlord. Therefore, I do not find the Tenant's use of the garage and yard to be a significant interference or unreasonable disturbance.

I note that my finding here is specific to whether the Tenant's use of the garage and yard meet the threshold for this ground of the One Month Notice. It remains open to the Landlord to apply for an order requiring the Tenant to comply with the tenancy agreement if she believes his use of these facilities is prohibited by their agreement.

Threating Messages/Harassment

The first incident of harassment raised by the Landlord involved a text message sent by the Tenant on April 14, 2025, regarding the removal of bricks. The Landlord interpreted this message as a threat to damage her property, while the Tenant explained that he was telling her that he would sell the bricks to someone else if the Landlord did not pay for them. In either case, the bricks were not removed, and no actual damage occurred. Therefore, I find that the text message does not meet the threshold of a significant interference or unreasonable disturbance. Similarly, the Tenant's email suggesting he might expose the Landlord for allegedly maintaining a fraudulent tenancy agreement does not rise to the level of conduct that would justify ending the tenancy under the Act.

I also find that the Tenant failing to answer his door when the Landlord and an RCMP officer attended the rental unit to deliver a warning letter is not a significant interference or unreasonable disturbance to the Landlord. It is the Tenant's choice whether he answers his door or not, and I note that the Tenant did come to the door after the officer identified themselves as a police officer.

It is undisputed that the Tenant blocked the Landlord in her driveway on May 5, 2025. However, it is also undisputed that the Landlord did not ask the Tenant to move his vehicle prior to calling the RCMP and the city bylaw officers. The Tenant testified that he would have moved his vehicle if the Landlord had asked him to, and there is no evidence to suggest otherwise. While the incident may have interfered with or disturbed the Landlord, I find that the Landlord has not established, on a balance of probabilities, that the Tenant's conduct in this instance amounted to a significant interference or unreasonable disturbance within the meaning of the Act.

Noise Complaints

The Landlord testified that the Tenant slams doors and, since receiving the One Month Notice, plays loud music in the rental unit. While I accept that these behaviors are upsetting to the Landlord, I must assess whether they rise to the level of a "significant interference" or an "unreasonable disturbance" as required under the Act.

The Landlord acknowledged that she also plays music in her portion of the home and further testified that she is not currently residing in the unit due to ongoing conflict with the Tenant. Also, I was not provided with objective evidence such as audio recordings or third-party corroboration regarding the volume, frequency, or duration of the Tenant's music. In the absence of such evidence, I am unable to conclude that the music exceeds the level of ordinary noise that may be expected in a shared residential setting.

With respect to the door slamming, I accept the Landlord's testimony that this behavior is distressing to her, particularly given her personal circumstances. However, distress alone does not establish that the conduct is objectively significant or unreasonable. Without evidence that the door slamming is excessive in frequency or is causing damage to the property, I find that this conduct does not meet the threshold required to justify ending the tenancy.

Parking

With respect to the Tenant parking his RV on the boulevard, I find that the Landlord has not established, on a balance of probabilities, that this conduct constitutes a significant interference or unreasonable disturbance. The evidence does not indicate that the Tenant's parking practices have changed materially from prior practice during the past several years. In the absence of evidence showing that the RV's presence has interfered with or disturbed the Landlord in a substantial or unreasonable way, I am unable to find that this conduct meets the threshold necessary for this ground of the One Month Notice.

In summary, while I acknowledge that the Tenant's conduct has caused the Landlord personal distress, particularly in light of her individual circumstances, the legal standard requires an objective assessment of whether the behavior constitutes a significant interference or unreasonable disturbance. As outlined in Policy Guideline 55, this threshold is not met by subjective discomfort alone. Based on the evidence presented at the hearing, I find that the Landlord has not proven, on a balance of probabilities, that the Tenant's actions rise to the level of seriousness required to justify ending the tenancy under the Act.

For the above reasons, the Landlord's application for an Order of Possession based on a One Month Notice to End Tenancy for Cause under sections 47 and 55 of the Act is dismissed, without leave to reapply. The One Month Notice dated April 24, 2025, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the Act.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was not successful in this application, the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

Claim 910196183

As I have found that the Tenant did not serve the Proceeding Package in accordance with the Act for claim #910196183, I was not able to proceed with the hearing for the Tenant's application. However, as I have found that the One Month Notice dated April

24, 2025, is cancelled and of no force or effect, I find that the Tenant's application to cancel the One Month Notice has been determined through this decision.

RTB Rules of Procedure, Rule 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. Rule 6.2 allows an arbitrator to dismiss unrelated issues.

As the following issues in claim #910196183 are unrelated to the One Month Notice, I dismiss them, with leave to reapply:

- an order for the Landlord to provide services or facilities required by law under section 27 of the Act; and
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act.

Leave to reapply is not an extension of timeline to apply.

Conclusion

Landlord's application for an Order of Possession based on a One Month Notice to End Tenancy for Cause under sections 47 and 55 of the Act is dismissed, without leave to reapply.

The One Month Notice of April 24, 2025, is cancelled and is of no force or effect.

This tenancy continues until it is ended in accordance with the Act.

The Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

The Tenant's application for an order for the Landlord to provide services or facilities required by law under section 27 of the Act is dismissed, with leave to reapply.

The Tenant's application for an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act is dismissed, with leave to reapply.

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: June 6, 2025

Residential Tenancy Branch