

## **DECISION**

**Dispute Codes:** CNC and FF

### **Introduction**

This application was brought by the tenant seeking to have set aside a one-month Notice to End Tenancy for cause, disturbance of other tenants and jeopardizing a right of the landlord. The tenant also sought monetary compensation of \$175.

### **Issues to be Decided**

This application requires a decision on whether the Notice to End Tenancy should be set aside.

### **Background and Evidence**

This tenancy began on June 1, 2009. Rent is \$750 per month due on the first day of the month and the landlord holds a security deposit of \$375 paid on June 1, 2009.

As a preliminary matter, the resident manager gave stated that she had submitted 44 pages of evidence on December 6, 2009. It had been offered to the tenant in person and he refused service of it, and it had not reached the file at the time of the hearing.

Therefore, I asked the landlord to submit the evidence in summary form throughout the hearing and cautioned the tenant that it is for the Dispute Resolution Officer to determine if evidence is late, and that refusing service is an affront to the dispute resolution process. This is especially so in a matter where one of the reasons for service of a Notice to End Tenancy is the landlord's concern is that the tenant is attempting to usurp the landlord's obligation to manage the building.

This tenancy was the subject of a hearing on October 21, 2009 and some of the underlying reasons for the Notice to End Tenancy were dealt with in that hearing.

The tenant expressed concern that the Notice to End Tenancy of October 31, 2009 had followed so closely on the receipt of the Decision from the previous hearing in which an earlier notice had been set aside.

The landlord stated that the new notice had been served as a result of complaints which followed the previous notice.

The resident manager read into evidence a letter from one tenant dated December 4, 2009 retracting a testimonial she had earlier provided on behalf of the tenant. On letter of November 4<sup>th</sup> complained of mechanical noise from the subject rent unit between 10 p.m. and 2 a.m. The tenant stated the only cause he could attribute to the noise was his mother's with powered tilt function to assist her rising from it.

A letter of November 5<sup>th</sup> objected to the tenant have put a note into the complainants mail box soliciting views and/or assistance on dealing with perceived problems of maintenance and repairs in the building.

Of more serious concern were separate letters from a 12-year-old girl and her mother suggesting that the tenant had used profanity in addressing the girl. The tenant denied having done so.

The tenant states that his primary goal is to live in peace with his neighbours, and the landlord stated that he believe some of the conflict was a natural consequence of recent changes in management and ongoing renovations, although the subject tenant had been the only major cause for concern.

## **Analysis**

While I find that there have been some understandable annoyances, I do not find sufficient evidence to uphold the Notice to End Tenancy and therefore, it is set aside.

As to the tenant's monetary claim, he did not speak to it during the hearing, and I find no evidence to warrant a monetary order. That part of his claim is dismissed.

## **Conclusion**

The Notice to End Tenancy of October 31, 2009 is set aside and the tenancy continues.