

## **DECISION**

**Dispute Codes**      CNC

### **Introduction**

This is the Tenant's application to cancel a Notice to End Tenancy for Cause issued May 18, 2010.

The parties gave affirmed testimony and this matter proceeded on its merits.

### **Issues to be Decided**

- Should the Notice to End Tenancy be cancelled?

### **Background and Evidence**

The Tenant was served with the Notice to End Tenancy at 5:15 p.m. on May 18, 2010, by personal service at the rental unit.

The Notice to End Tenancy provides the following cause 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 Landlord's agent gave the following testimony**

The Landlord's agent stated that this is a long term tenancy, where there have been several incidents where the Tenant, or the Tenant's guests, have unreasonably disturbed other occupants at the rental property. The Landlord's agent testified that the Tenant had been given the written warnings with respect to disturbances.

In addition to these complaints, the Landlord's agent testified that on May 17, 2010, the police attended at the rental unit and arrested the Tenant's boyfriend for causing a disturbance and fighting with another male in the rental property.

#### **The Tenant gave the following testimony**

The Tenant testified that none of the Tenants who live beside her have complained about noise. The Tenant provided copies of letters from 3 neighboring tenants in evidence.

The Tenant testified that she was being unfairly targeted by other tenants in the rental property.

The Tenant testified that the police were chasing her ex-boyfriend, who barged into her home, unannounced and unwelcome on the night of May 17, 2010.

The Tenant stated that she was not provided with the Landlord's evidence and that she had asked for copies of the evidence so she could prepare for the Hearing.

The Landlord's agent gave the following reply with respect to not serving the Tenant with copies of the Landlord's evidence

The Landlord's agent stated that the Tenant had already received copies of the warning letters when they were issued, and had copies of all of the other evidence provided for the Hearing. He did not believe he had to serve her with additional copies.

### **Analysis**

The purpose of providing evidence to the other party is so that the other party can prepare for the Hearing. In this case, the Landlord did not provide the Tenant with copies of its evidence package, and therefore the Tenant was at a disadvantage because she did not know what evidence the Landlord was relying upon. Therefore, I have not considered the Landlord's written evidence. I have considered the Landlord's agent's verbal testimony only.

I find that the Landlord has not provided sufficient cause to end this tenancy.

The Tenant testified that she did not invite her ex-boyfriend into her rental unit on the night of May 17, 2010, but that he barged in with the police in pursuit. The Landlord seeks to end the tenancy 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 (emphasis added). The Landlord's agent testified that the Tenant's ex-boyfriend caused the disturbance. I accept the Tenant's testimony that she did not permit her ex-boyfriend to be in her home.

The Notice to End Tenancy for Cause issued May 18, 2010, is therefore cancelled. The tenancy continues until it is ended in accordance with the provisions of the Act.

### **Conclusion**

The Notice to End Tenancy for Cause issued May 31, 2010, is cancelled. The tenancy continues until it is ended in accordance with the provisions of the Act.

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: July 23, 2010.

---

Dispute Resolution Officer