



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, OLC, LAT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution to cancel a notice to end tenancy; for an order to have the landlord comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; and to allow the tenant to change locks to the rental unit.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

The hearing was originally convened on July 22, 2010 but was adjourned by agreement of both parties to this date.

The tenant confirmed in the hearing that the his request to seek the landlord comply with the *Act*, regulation or tenancy agreement was specific to his request to cancel the notice to end tenancy, as such, I amend the tenant's application to exclude the matter of having the landlord comply.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause and to change the locks on his rental unit, pursuant to sections 31 and 47 of the *Act*.

Background and Evidence

The tenancy began on September 1, 2004 as a 6 month fixed term tenancy that converted to a month to month tenancy on March 1, 2005 for a current monthly rent of \$485.31 due on the 1st of the month, a security deposit of \$225.00 was paid.

The tenant submitted a copy of a 1 Month Notice to End Tenancy for Cause issued on May 30, 2010 with an effective vacancy date of June 30, 2010 citing the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord's agent testified that on the tenant has, over the years, had a habit of stating to other tenants and the landlord's agent that they are conducting illegal activity that will cause them to end up in jail; that they are drug dealers and support prostitution. The landlord stated that the behaviour has come and gone over the years but that it has worsened recently.

The landlord stated that on the day the notice was issued the tenant had come out the front of the building where a number of tenants and the landlord were sitting and the tenant started up again including suggesting the landlord's agent was responsible for breaking into women's apartments and assaulting them.

The tenant testified that the issues have been longstanding with the management of the building regarding illegal activity including intimidation of the tenants by the landlord or their agents. The landlord's agent denies this allegation.

The tenant testified that he had changed his locks sometime ago but that he had not given a copy of the key to the landlord. He wanted to have this remain so. He testified that a former tenant had told him that the landlord had entered into her rental unit and put things in food and toothpaste.

The landlord noted that that tenant ended her tenancy when she was being assisted by the local mental health team.

Analysis

The tenant has failed to provide any evidence to support his request to have his locks change such that the landlord cannot gain access to the rental unit and as the tenant has already changed the locks; I therefore dismiss the tenant's application to change the locks and I order the tenant to provide the landlord with a copy of the key to the rental unit.

I find the landlord has failed to provide sufficient justification to warrant ending the tenancy for cause based on the events described. I also note that the landlord has not provided the tenant with sufficient warnings regarding the consequences to his tenancy for his disturbing behaviour towards others in the residential property.

The tenant should now, however, consider that he has been sufficiently warned of the potential of ending the tenancy should he continue to act in the noted manner towards the other tenants in the building and the landlord's agent.

Conclusion

Based on the above, I grant the tenant's application to cancel the 1 Month Notice to End Tenancy for Cause issued on May 30, 2010 and find the tenancy remains in full force and effect.

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 09, 2010.

Dispute Resolution Officer