



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, FF, O

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for cause, for other considerations and to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail October 15, 2010. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Landlord entitled to end the tenancy?

Background and Evidence

This tenancy started in August 1, 2010. The tenancy is a month to month tenancy. Rent is \$425.00 per month payable in advance of the 1st day of each month. The Landlord said the Tenant paid a security deposit of \$212.50 on August 1, 2010.

The Landlord said he issued a 1 Month Notice to End Tenancy on September 30, 2010 with an effective vacancy date of October 30, 2010 as he said the Tenant is involved in illegal activities, the Tenant and her guests have disturbed and threatened the health and well being of the Landlord and other tenants and has damaged the Landlord's property. The Landlord continued to say that he has spoken with the Police on a number of occasions about problems at the rental complex and at the Tenant's unit. The police have given him a cell phone number that he can call if he has trouble with the Tenant or other tenants at the rental building. The Landlord said that he thinks 90% of the recent trouble in the building involves the Tenant or persons that she has visiting her at her unit.

The Landlord said that he has had 3 other tenants leave the unit because of the Tenant and her guests. The Landlord said he had no witnesses to corroborate this or other evidence that would support his claims.

The Tenant said that the rental complex has a reputation as being a place for drinking and illegal activities therefore; she said the Landlord is incorrect to single her out as the only tenant to cause problems in the building. She said the police have visited her at her unit, but she has not been arrested or charged with any offences. As well she said

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that she is not an uncontrolled drinker and she does not deal any drugs. The Tenant said the Landlord has no prove that she has done anything illegal or that she has caused the other tenants to move out or has caused significant interference to the other tenants or the Landlord. She continued to say that she has paid for and done some repairs to the unit that she did not cause and that she is willing to pay for the repairs herself.

The Landlord's father gave testimony that the police did come to the Tenant's unit and asked him if the Tenant was going to be evicted. The Landlord's father said the police did not say anything about the Tenant doing or dealing drugs.

The Tenant concluded by saying that the Landlord had no proof of his claims about her beyond what he is saying. She said he is wrong and there are other explanations for the police coming to the rental building that do not involve her.

The Landlord said that he cannot control what the Tenant does in her room and that he doesn't have any witnesses or other proof or evidence to support his testimony. He has talked to her about moving out, which is what he wants her to do. The Landlord said the Tenant has paid her rent, although he has not cashed the check for November, 2010 as of yet.

The Tenant said she may think about moving out, but not at this time.

Analysis

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons including having an unreasonable number of people in the unit, significantly interfering with the Landlord or other tenants, jeopardizing health, safety or lawful rights of the Landlord or other tenants, damaging or putting the Landlord's property at risk or affecting the quiet enjoyment or well being of other occupants or the Landlord. The Landlord has expressed concerns in all these areas and it is his obligation to support his claim with evidence or proof that the Tenant has solely breached the tenancy agreement or the Tenant is the sole reason for the Landlord's claims in the Notice to End Tenancy for Cause. I find the Landlord has not met his burden of proof with regard to his claims in the 1 Month Notice to End Tenancy dated September 30, 2010. The Tenant has offered other explanations for the police attending the rental building that the Landlord did not deny therefore; I find for the Tenant's application and I Order that the 1 Month Notice to End Tenancy for Cause dated September 30, 2010 issued by the Landlord is cancelled forthwith and the tenancy is ordered to continue as specified in the tenancy agreement.



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As the Tenant has been successful in this matter I Order that the Tenant subtract the filing fee for this proceeding of \$50.00 from the December, 2010 rent, reducing the December rent from \$425.00 to \$375.00.

Conclusion

The Landlord's 1 Month Notice to End Tenancy for Cause is cancelled and the Tenancy is ordered to continue as specified in the Tenancy Agreement.

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*.