



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR

Introduction

This was the hearing of an application by the tenant to cancel a Notice to End Tenancy for cause. The hearing was conducted by conference call. The landlord and the tenant and the landlord's witness participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy issued by the landlord be cancelled?

Background and Evidence

The rental unit is a townhouse in a strata title complex. The tenancy began in September, 2007. There is no written tenancy agreement. The tenant applied for an order cancelling a Notice to End Tenancy for cause but neither party provided me with a copy of the Notice in question. The landlord testified that the Notice to End Tenancy gave three reasons for ending the tenancy: that the tenant has been repeatedly late paying rent; that he has interfered with or unreasonably disturbed other occupants and has adversely affected the quiet enjoyment of other occupants.

The landlord's witness testified that he is the president of the strata council. He testified that the tenant has disturbed other occupants by performing renovations to the rental unit during late night and early morning hours. He said that the tenant has violated

parking rules and infringed rules about pets. The witness said the tenant had abandoned an item of furniture in a common area and he allowed his dog to defecate in common areas of the rental property. The witness testified that the tenant signed a form K and agreed in writing to abide by the rules and bylaws of the strata corporation. I was not provided with a copy of the rules or a copy of the tenant's agreement.

The tenant denied most of the witness's allegations. He said that renovation work to the rental unit was not performed by him but the tenant's brother who had been hired by the landlord to do renovation work to the unit. He denied allowing his dog to defecate in common areas. With respect to the abandoned furniture, a sofa, the tenant said that it was not his furniture; some other tenant threw it out and the strata president assumed it was the tenant's because someone from his unit borrowed a cushion from the sofa to sit on.

The landlord acknowledged that he hired the tenant's brother to perform renovation work to the rental unit for him. He contradicted the strata president and said that the work had not disturbed other tenants. He testified that he gave the tenant notice because the strata council demanded that he do so and threatened him with fines for bylaw infractions by his tenant.

Analysis and conclusion

The landlord does not have a written tenancy agreement with the tenant. I was told that the tenant was served with a Notice to End Tenancy but I was not provided with a copy of the Notice. The landlord has not produce a copy of the strata rules that the tenant is said to have breached and I have not been given a copy of the tenant's agreement to abide by the rules. The tenant has denied most of the allegations against him and on



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the evidence presented the most serious of those claims, namely: that the tenant has unreasonably disturbed other occupants were likely done by the tenant's brother acting on the landlord's instructions. The landlord did not provide any documents to substantiate the claim of repeated late rent payments.

I have not been provided with any documentary evidence; there are no complaints from other residents and I find that the landlord has failed to show on a balance of probabilities that there are sufficient grounds to end this tenancy for cause. I order that the one month Notice to End Tenancy for cause be, and is hereby cancelled. The tenancy will continue.

Dated: December 30, 2010.
