

DECISION

Dispute Codes:

CNC, OLC, RP, LAT, FF

Introduction

This Hearing was scheduled to hear the Tenant's application to cancel a Notice to End Tenancy for Cause; for an Order that the Landlord comply with the Act, regulation or tenancy agreement and make repairs to the rental unit; for an Order authorizing the Tenant to change the locks to the rental unit; and to recover the cost of the filing fee from the Landlord.

The Tenant and the Landlord's agents gave affirmed testimony at the Hearing.

The Notice to End Tenancy for Cause was posted on the Tenant's door on December 29, 2010.

The Tenant testified that he served the Landlord with the Notice of Hearing documents by leaving the documents with an agent of the Landlord at the Landlord's place of business a few days after he filed the Application. The Landlord's agent acknowledged receipt of the documents.

Background and Evidence

The Landlord's agent gave the following affirmed testimony and documentary evidence:

- The Landlord's agent stated that the Tenant uses obscene language when speaking to the manager and assistant manager of the rental property.
- The Landlord's agent stated that the Tenant stepped forward using a threatening movement when the Landlord's agent was attempting to break up a party in the Tenant's suite.

- The Landlord's agent referred to documentary evidence filed by the Landlord.

The Tenant gave the following affirmed testimony and documentary evidence:

- The Tenant has lived in the rental unit for 63 months.
- The Landlord's agent has entered his home 6 times without notice and without permission.
- The Tenant abandoned his application for an Order that the Landlord make repairs to the rental unit.

Analysis

The Landlord seeks to end the tenancy because the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord and seriously jeopardized the health or safety or lawful right of another occupant or the Landlord. The Landlord's agents referred to documentary evidence, which was not on the file, and which the Landlord later determined to be filed by the Landlord on the wrong file. Based on the testimony of the Landlord's agents, I do not find sufficient cause to end this tenancy. The Tenant's application to cancel the Notice is granted. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenant was vague about the specifics of the dates that the Landlord's agent entered his home without notice or permission. The Landlord's agents were cautioned that the Act requires a Landlord to provide 24 hour written notice of the Landlord's right to access the rental unit for a reasonable purpose, unless there is an emergency; the Landlord has an Order of the director authorizing entry; or the Tenant has abandoned the rental unit. The Tenant's application for an Order authorizing him to change the locks to the rental unit is dismissed.

The Tenant withdrew his application for an Order that the Landlord make repairs to the rental unit, and therefore this portion of his application is dismissed.

The Tenant has been successful in his application to cancel the Notice to End Tenancy and is entitled to recover the cost of the filing fee from the Landlord. Pursuant to the provisions of Section 72(2)(a) of the Act, the Tenant may deduct \$50.00 from future rent due to the Landlord.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy for Cause issued December 29, 2010, is granted. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenant may deduct \$50.00 from future rent due to the Landlord.

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: January 24, 2011.
