



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

The tenant seeks to cancel a Notice to End Tenancy given by the landlord for cause and recovery of the filing fee paid for this application.

Both parties attended and gave evidence under oath.

Issue(s) to be Decided

Has the landlord met the burden that she has cause to end this tenancy?

Background and Evidence

The facts are that this tenancy began in 2006. The landlord issued a Notice to End Tenancy for Cause on August 12, 2011 stating that the

Tenant or a person permitted on the property by the tenant:
Significantly interfered with or unreasonably disturbed another occupant

And

Tenant has engaged in illegal activity that has, or is likely to:
Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant

The landlord says that the grounds as set out on the Notice to End Tenancy did not really address the problems they are having with this tenant. The illegal activity is that the tenant is threatening them with lawsuits. Management has advised the landlord that the tenant is harassment building staff. The landlord presented numerous reports and statements all with the names of the parties involved blanked out. The landlord testified that building management was concerned about the safety of the individuals who have complained. None of the complainants appeared at the hearing.

Analysis

The landlord who appeared at the hearing had little first- hand knowledge of the complaints being made against the tenant. The written statements and reports supplied in evidence have had all identifiers removed. While the landlord states that this is for the safety of the individuals involved, there has been no evidence to show that the tenant is a danger. When individuals make anonymous complaints the do not allow the accused to prepare a full answer in defence and/or be examined as to their complaints. I therefore give their written anonymous complaints/statements little weight. As the landlord in attendance has had almost no personal knowledge of the complaints herself her testimony is of little value as well.

Overall I find that the landlord has failed to bring sufficient evidence to support the issuance of the Notice to End Tenancy and therefore I allow the tenant's application for cancel that Notice. The effect of this decision is that this tenancy shall continue as though no Notice had been issued.

I will award the tenant recovery of the \$50.00 filing fee she has paid for this application and she is granted permission to deduct \$50.00 from her next rental payment.

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: September 22, 2011.

Residential Tenancy Branch