



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Background and Evidence

This tenancy began June 1, 2011 with monthly rent of \$700.00 and the tenant paid a security deposit of \$350.00.

On August 19, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

- The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
- The tenant has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The tenant testified that she has been singled out by the landlord for her child playing in the common area and for having items stored on her balcony. The tenant also stated that the landlord has not been responsive to her written complaints regarding noise from an upstairs neighbour, other tenant's children playing in the common area and numerous other matters that the tenant refused to explain during this hearing. The tenant stated that she no longer allows her child to play in the common area and that numerous tenants have items stored on their balconies and not just her. The tenant also stated that the neighbour next door had 10 people living there.

The resident manager explained that any children playing in the common area are requested to stop playing there, she had repeatedly gone to the upstairs unit to investigate the allegation of loud music and the neighbouring tenant had family visiting

after the death of a relative and that only 2 adults and 2 children lived in the unit. The landlord stated that all tenants with items stored on their balconies have received notices from the landlord and not just this tenant.

The landlord testified that the tenant has and continues to send in so many complaints to the landlord that it is borderline harassment. The landlord stated that the tenant has become very accusatory in her complaints and often accuses the resident manager of not doing her job to the point that the resident manager now feels harassed by and fearful of the tenant. The landlord stated that on August 8, 2011 when the resident manager met with the tenant in her office the tenant was very rude and told the resident manager to 'F Off'.

The landlord stated that because of this daily, constant stream of complaints being sent to the landlord by the tenant that the landlord's ability to run their business is being directly impacted.

The landlord proposed a Mutual Agreement to End Tenancy however the tenant immediately refused this offer and stated that she wasn't going anywhere as she had just moved in.

It was discussed and agreed to in this hearing by the parties that the tenant, from this point forward will have one contact person only, Property Manager A.L., and that any and all complaints and issues that the tenant has in relation to this tenancy will be sent to him at 1-866-XXX-XXXX.

### Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds to have the landlord's notice to end tenancy for cause set aside. While the landlord finds the tenants numerous complaints very time consuming to deal with, I do not find at this time that this behaviour is sufficient cause to end the tenancy.

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

The tenant understands that while the landlord's notice to end tenancy for cause has been set aside, that if the tenant's behaviour creates problems on the property in the future, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer for consideration.

**The tenant understands that property Manager A. L. is to be her only contact person and that any and all complaints or issues that the tenant has in relation to this tenancy will be sent to him only at 1-866-XXX-XXXX.**

Conclusion

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Cause dated August 19, 2011 with the result that the tenancy continues uninterrupted.

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.

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Residential Tenancy Branch