



# 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 August 1, 2009. On August 23, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

- The tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- The tenant has put the landlord's property at significant risk.
- The tenant has adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
- The tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenant at the start of the hearing requested verification from the landlord as to the legality of their representation for the landlord in this matter. The landlord verified that they remain the legal agent for the landlord until September 30, 2011.

The matter of the tenant running an electric extension cord from her rental unit to her camper and the camper being occupied has been resolved however the landlord stated that the tenant's behaviour remains a problem.

The tenant testified that the allegations referred to in the landlord's evidence are all simply untrue. The tenant stated that she has never raised her voice or used profanity when talking to other tenants or agents of the landlord. The tenant stated that the incidents that the landlord claims to have witnessed are all false.

The landlord testified that she has no reason to make up allegations about the tenant and stated that they will work with tenants in an effort to ensure tenancies continue. The landlord stated that in the next few days she will be in receipt of complaints in writing in regards to the tenant's behaviour and requested to have the hearing adjourned. As this is the tenant's application to cancel a notice to end tenancy this request was denied.

The landlord acknowledged that the tenant had not been given any warning in writing in regards to her unacceptable behaviour as they typically give tenants verbal warning so that issues do not become a permanent part of their file.

The tenant stated that she has never been advised that her behaviour was an issue and that in the past when asked by the landlord to correct a problem she has always immediately done so.

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to have the 1 month notice to end tenancy for cause set aside.

The landlord was not able to establish that there have been on-going issues with the tenant's behavior as the tenant has never given any written warnings. The landlord was also not able to provide written statements from other tenants or agents of the landlord that established the tenant's behavior as unacceptable or that the tenant has disturbed the peace and quiet enjoyment of other tenants.

The tenant understands that while the landlord's has not established grounds to enforce the August 23, 2011 notice to end tenancy for cause, the record of these events would form part of the landlord's case should it again come before a dispute resolution officer for consideration.

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

### Conclusion

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Cause dated August 23, 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 12, 2011.

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Residential Tenancy Branch