



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy for cause, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Background and Evidence

On July 29, 2011, the Landlord served the Tenant with a one month Notice to End Tenancy for cause, with an effective date of August 31, 2011 (the "Notice").

The Notice alleges the Tenant significantly interfered with or unreasonably disturbed another occupant or the Landlord, has put the Landlord's property at significant risk, or has affected the quiet enjoyment or security of another occupant or the Landlord.

The Agent for the Landlord testified that the Tenant had been seen placing a key under the front door mat of the building where the rental unit is located. The Agent alleges this key is for the building and was a risk for the safety and security of other occupants.

The Agent for the Landlord also testified he was informed by another Agent for the Landlord that the Tenant had been going to other occupants in the building and harassing them for support on his claim there is inadequate heat in the rental unit.

I note there has been a previous hearing involving the parties, in July of 2010. The Tenant had applied in that matter to get the Landlord to increase the heat. The Tenant's claim was dismissed; however, the Tenant had gathered signatures of other occupants in the building on a letter of complaint about the heat.

The Tenant testified that the keys he had left under the door mat were those of a friend. He testified and provided a letter from his friend, that the friend had left his keys at the Tenant's rental unit. The Tenant was going out and was planning on leaving the friend's keys under the door mat. The Tenant testified that the Agent for the Landlord saw him and told him he could not leave the keys there. The Tenant testified he tried to explain about the keys to the Agent, but the Agent would not let him explain. The Tenant returned to the rental unit and waited for his friend to arrive and gave him the keys.

The Tenant is still complaining about the heat in the rental unit.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Notice should be cancelled.

I find that the Landlord did not have sufficient evidence to prove the keys the Tenant tried to leave under the door mat were for the subject building. I accept the evidence of the Tenant and his friend that the keys belonged to his friend.

I further find the Landlord did not have sufficient evidence to prove the Tenant was harassing other occupants of the building. For example, the Landlord did not have any written complaints from the other occupants or any other records showing complaints had been made about the Tenant.

Having made the above findings, **I order that the Notice is cancelled and is of no force or effect.** The tenancy will continue until ended in accordance with the Act.

Conclusion

The Notice to End Tenancy is cancelled and of no force or effect.

As the Tenant was successful in his Application, I allow him to recover the \$50.00 filing fee for the Application. The Tenant may deduct \$50.00 from one month of rent to recover this.

This decision is final and binding on the parties, unless otherwise provided for under the Act and 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 08, 2011.

Residential Tenancy Branch