



# 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

On December 6, 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.
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord testified that there had previously been an altercation between the tenant and another resident in the hotel and the tenant had been verbally warned that if he got in to another altercation he would be given a notice to end tenancy. The landlord stated that the tenant then became involved in an incident on December 6, 2011 and was subsequently issued a notice to end tenancy for cause. The landlord stated that the tenant continues to be very argumentative and aggressive with staff members and other hotel guests and incites arguments. The landlord acknowledged that the tenant has not been provided with any written notices to correct his behaviour.

The tenant testified that he had been involved in an altercation with another tenant and that the other tenant had been removed by the police. The tenant confirmed that he has not received any written notices from the landlord regarding his behaviour.

### Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord does not have sufficient grounds to have the notice to end tenancy upheld.

The landlord refers to two separate incidents that took place and a meeting that took place with the tenant however the landlord has not provided the tenant with any warning letters regarding his behaviour. I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Cause dated December 6, 2011 with the result that the tenancy continues uninterrupted.

### Conclusion

The tenant has been successful in their application to have the landlord's Notice to End Tenancy for Cause dated December 6, 2011 set aside 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: January 9, 2012

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Residential Tenancy Branch