

DECISION

Dispute Codes CNC

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy for cause.

Both parties attended the hearing by conference call and gave testimony. The Landlord states that she only received the Tenant's evidence one day prior to the hearing date when it was delivered to her in person. The Tenant has confirmed this. The Tenant has breached the rules of procedure by failing to provide her evidence within the proper time frame. However, I find that as the evidence package submitted by the Tenant is approximately a 6 page written statement that was unreadable by both myself and the Landlord. The Tenant will be allowed to read it out during the hearing for the benefit of the Landlord and this writer. I find that this evidence is not prejudicial towards the Landlord. The Landlord has submitted one evidence package consisting of a copy of the notice dated March 6, 2012, a partial copy of the tenancy agreement, a two page copy of the tenancy application form, two letters of complaint from 3 other Tenants and a letter from the Landlord stating her issues with this tenancy. The Tenant acknowledged receiving this evidence.

Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the notice to end tenancy for cause?

Background and Evidence

This Tenancy began on November 1, 2011 on a month to month basis as confirmed by both parties. The monthly rent is \$675.00 payable by the 1st of each month and a security deposit of \$3377.50 was paid on October 22, 2011.

The Landlord states that she served the 1 month notice to end tenancy for cause dated March 6, 2012 by posting it on the rental unit door on the same day. The Landlord indicated at the beginning of the hearing that a date error was made on the effective date of the notice which is displayed as April 6, 2012. Both parties acknowledged that the Act allows for the correction of these effective dates. It was explained that if upheld the correction for the effective date would be April 30, 2012 as the notice was served by

posting it on the rental unit door on March 6, 2012 and is deemed served 3 days later on March 9, 2012. The Tenant applied for dispute on March 12, 2012.

The notice provides two reasons for cause, which are the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord. Both parties have confirmed these reasons stated on the notice. The Landlord refers to two letters of complaint from other Tenants which state that the Tenant on March 2, 2012 was "banging and kicking on my door" and a women screaming "I am your worst nightmare" for approximately 3-4 minutes. This other Tenant, M.T. from unit #123 identified the Tenant, S.L.S. as the Tenant from unit 312. This other Tenant states that the Tenant was drunk and aggressive toward her. The Tenant disputes this claim stating that this other Tenant is a drug user and is quite belligerent towards her and is making up lies to get her thrown out. The Tenant also states that she has approached her boyfriend on numerous times so that they can "do drugs together", which she states that her boyfriend has always refused. This note is also signed by a person named, P.R. The second letter from J.L. a Tenant in unit #128 has provided a statement that she witnessed the altercation on March 2, 2012 between the Tenant in #123 and #312. This statement confirms the letter submitted by the Tenant in #123. The Tenant disputes this stating that this other Tenant in #128 is friends with the Tenant in #123 and that they are working together to get evicted. The Tenant also states that this person is making lies about her.

Analysis

I accept the undisputed testimony that the Tenant was served the 1 month notice to end tenancy for cause on March 6, 2012 by posting it on the rental unit door. The Tenant is deemed served under the Act with the notice 3 days later on March 9, 2012.

I find on a balance of probabilities that the Landlord has established her reasons for cause to end the tenancy. The Tenants claims that the Tenants in units #123 and #128 are fraudulently filing these letters of complaint to the Landlord have not been supported. I prefer the evidence of the Landlord over that of the Tenant and that the Landlord is responding to these two letters of complaint in issuing this notice. The Landlord has provided evidence that the Tenant has disturbed another occupant or the landlord on the rental property. The Tenant's application to cancel the notice to end tenancy dated March 6, 2012 is dismissed and the notice is upheld.

Conclusion

The Tenant's application to cancel the notice to end tenancy is dismissed.

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: March 28, 2012.

Residential Tenancy Branch