



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDC, PSF, RP, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a Notice to End Tenancy that was given for cause, and I dismiss the remaining claims, with liberty to re-apply.

Background and Evidence

On January 8, 2012 the landlord served the tenant with a Notice to End Tenancy for cause stating the following reasons:

- Tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord.
 - put the landlords property at significant risk.
- Tenant has engaged in illegal activity that has, or is likely to:
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The landlord testified that:

- First of all he wants to state that he is not alleging any illegal activity, and that box was checked off in error.
- Approximately 5 years ago the applicant admitted that one of his guests had damaged a mailbox in the rental property. That mailbox is still bent.
- Approximately 1 year ago he noticed an undesirable person in the rental property and confronted the applicant and the applicant admitted to having let that person into the rental property. Around that same time a rare and expensive plant went missing from the hallway.
- The applicant is also often seen driving in or out of the parking lot late at night and this disturbs the other tenants.
- The tenant also has a housekeeper who at times does not follow the laundry room schedule and therefore when other tenants go to do their laundry at their scheduled time, they find it already occupied.

Because of these concerns he believes this tenancy should be ended

Analysis

It is my finding that the landlord has not supplied sufficient evidence to show that the tenant or person permitted on the property by the tenant has significantly interfered with

or unreasonably disturbed another occupant or the landlord, or put the landlord's property at significant risk.

To make a finding that the tenant's actions are significantly interfering with or unreasonably disturbing another occupant or the landlord, or putting the landlord's property at significant risk the landlord must have some fairly strong evidence to support his allegations.

It is my finding that the incidents that occurred five years ago, and one year ago, are too far removed have any significant relevance at the time that the Notice to End Tenancy was given.

Further I do not find that any of the incidents alleged by the landlord are serious enough to be considered as significant interference or unreasonable disturbance.

Having an alleged drunken guest fall into a mailbox five years ago can hardly be seen as putting the landlord's property at significant risk in the present.

The landlord also has no evidence to show that any of the missing plants were taken by the tenant or his invited guests, this is all supposition.

There is nothing in the Residential Tenancy Act that limits the tenant's right to drive in or out of the parking lot in the middle of the night.

Further, although doing laundry outside your allocated laundry hours may be an inconvenience to others it can hardly be seen as significant interference.

Therefore without even hearing testimony from the tenants it is my decision that the landlord does not have sufficient cause to end this tenancy.

Conclusion

The Notice to End Tenancy dated January 8, 2012 is hereby cancelled and this tenancy continues.

I further Ordered, that the landlords bear the cost of the filing fee paid for this hearing. The tenant may therefore deduct \$50.00 from future rent payable to the landlords.

As stated above the remaining claims on this application are dismissed with leave to reapply.

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 08, 2012.

Residential Tenancy Branch