



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OPT

### Introduction

This hearing dealt with an application by the tenant for an order of possession for the rental unit. 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 June 1, 2011 with monthly rent of \$700.00 and the tenant paid a security deposit of \$350.00.

On February 9, 2012 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.

The tenant and landlord both acknowledged that they understood this hearing to be in dispute of the notice to end tenancy for cause. Therefore the tenant has been allowed to amend the application and include 'cancel a notice to end tenancy for cause'.

The landlord testified that in the past they have received complaints from other tenants in the building regarding very loud music and yelling coming from the tenant's rental unit.

The landlord also stated that the tenant has been making unwanted advances towards a female member of their staff. The landlord stated the tenant has made comments about how he wished the caretaker did not have a husband, that the tenant will hide the caretakers cleaning materials in an effort to be able to engage in conversation with her and the tenant has approached the caretaker with a plate of sausages that he stated were for her.

The landlord stated that the caretaker has become afraid of the tenant as she does not know if his unwanted advances will escalate. The landlord stated that the tenant has a habit of engaging in conversation with the landlord's staff which interferes with them from doing their job in a timely manner.

The landlord stated that the tenant was given a warning letter in October 2011 for loud music but has not been given a warning letter in regards to him interfering with staff.

The tenant testified that he had no idea that the female caretaker did not like it when he spoke to her or joked around with her as she never indicated to the tenant that she did not like him talking to her. The tenant also commented that he did not know it was a problem that he spoke to other staff. The tenant stated that he does not bother other tenants in the building and only talks to tenants he knows. The tenant stated that he had turned his life around, was working and making efforts to not create a disturbance in the rental unit.

### Analysis

Based on the documentary evidence and testimony of the parties I find that there is insufficient evidence to uphold the Notice to End Tenancy for Cause.

The onus or burden of proof is on the party making the claim and in this case the landlord has claimed there is cause to end this tenancy and the tenant does not agree. The landlord must prove he has cause to end this tenancy and when one party provides testimony/evidence of the events in one way and the other party provides an equally

The tenant has been engaging and potentially disrupting the landlord's staff in conversation however the tenant has never been provided a warning letter by the landlord to correct this behaviour. I accept the tenant's testimony that he had no idea that his conversations and joking upset the caretaker although these actions have made the caretaker very uncomfortable. The tenant understands that he needs to recognize when his interactions with the landlord's staff or other tenants in the building may not be welcomed and that he needs to stop trying to engage the landlord's staff in conversation. The tenant especially needs to curb any conversations with the landlord's female caretaker and ensure he conducts himself accordingly to ensure his tenancy continues.

I find insufficient evidence to prove that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. That said, the tenant understands that should his behaviour create problems on the property in the future, 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 1 Month Notice to End Tenancy for Cause dated February 9, 2012 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: March 6, 2012

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Residential Tenancy Branch