



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause issued on April 12, 2012.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing; the only evidence before me was a copy of the Notice to end tenancy.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause issued on April 12, 2012, be cancelled?

Background and Evidence

The landlord and the tenant agreed that on April 14, 2012, a 1 Month Notice to End Tenancy for Cause was served on the tenant indicating that the tenant was required to vacate the rental unit effective April 30, 2012.

The reasons stated for the Notice to End Tenancy were that the tenant has:

- allowed an unreasonable number of occupants in the unit;
- significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant.

The tenant has lived in the unit 2 or 3 years; rent is due on the first day of each month.

There is a signed tenancy agreement; the tenant stated he does not have a copy of the agreement. The landlord confirmed that the agreement does not include a clause limiting the number of occupants.

The tenant rents a unit that is approximately 700 square feet in size. There are 4 units in the building.

The landlord submitted that tenant has people living with him, that he has his daughter staying in the unit.

The landlord stated other occupants are giving notice to move as a result of disturbances caused by the tenant and his guests. The tenant and his guests drink and on April 11, 2012, harassed a neighbour, who called the RCMP.

In October 2011, the tenant was given a 1 Month Notice to End Tenancy, but the landlord reinstated the tenancy as the tenant promised to make changes to his behaviour.

The tenant has a female friend attend at his home who causes problems with other occupants.

Analysis

The landlord has the burden of proving the reasons included on a Notice to end tenancy for cause.

I find that the landlord provided insufficient evidence that the tenancy should end for the reasons indicated on the Notice.

There was no evidence before me of any investigation of the incident that was alleged to have occurred on April 11, 2012. There was no information in relation to any other issues that may have occurred between October 2011, when the first Notice as issued, and April 11, 2012.

During the hearing I explained that each party must provide adequate notice to the other if there are problems occurring with the tenancy. There was no evidence before me that the landlord investigated problems reported, no dates of incidents prior to April 11, 2012, no warning given to the tenant or any other evidence that the tenant or his guests have given the landlord cause to end the tenancy.

The landlord made submissions that the tenant, generally, is causing problems.

Therefore, I find that the Notice to end tenancy issued on April 12, 2012, is of no force and effect and that the tenancy shall continue until it is ended as provided by the Act.

I have enclosed a copy of the *Guide for Landlords and Tenants in British Columbia* for each party.

As the tenant indicated he does not have a copy of the tenancy agreement, I find, pursuant to section 62(3) of the Act, that the landlord should immediately supply the tenant with a copy.

Conclusion

The landlord has have submitted insufficient evidence to establish that he has grounds to end this tenancy pursuant to section 47 Act;

The 1 Month Notice to End Tenancy for Cause, dated April 12, 2012, is cancelled. This tenancy will continue until it is ended in accordance with the Act.

The landlord is to give the tenant a copy of the tenancy agreement.

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: May 15, 2012.

Residential Tenancy Branch