



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened in response to an application by the Tenant for an Order cancelling a Notice to End Tenancy for Cause (the "Notice") pursuant to section 47 of the *Residential Tenancy Act* (the "Act").

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Notice valid?

Is the Tenant entitled to a cancellation of the Notice?

### Background and Evidence

The Landlord submits that the Strata has fined the Landlord on a near daily basis between June 12 and August 6, 2012 for the actions of the Tenant's children and states that the Strata compelled him serve the Tenant with the Notice. There is no dispute that the Notice lists the following cause:

The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Landlord states that no occupant has been disturbed nor has the Landlord been disturbed by the actions of the Tenant or the Tenant's children. The Witness, a representative of the Strata, states that the Tenant refuses to supervise the children who are outside all the time. The Witness was given further opportunity to provide relevant evidence in relation to the cause as set out in the Notice and the Witness then

made disparaging remarks about the intellectual abilities of this Dispute Resolution Officer. When cautioned to maintain respect, the Witness made a statement to the effect that he held low expectations anyways and should not be disappointed. The Witness then disconnected from the Hearing.

The Tenant's advocate made no submissions at the Hearing.

### Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. As the Landlord did not provide any evidence of disturbance to any occupant or the Landlord, I find that the Landlord has failed, on a balance of probabilities, to substantiate significant interference with or unreasonable disturbance of another occupant or the Landlord. I therefore find that the Notice is invalid and that the Tenant is entitled to a cancellation of the Notice.

### Conclusion

The Notice is not valid and is cancelled. The tenancy continues in full force and effect.

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: August 29, 2012.

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Residential Tenancy Branch