



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This was the hearing of an application by the tenant to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant and the landlord's representatives called in and participated in the hearing

Issue(s) to be Decided

Should the One month Notice to End Tenancy for cause dated September 27, 2012 be cancelled?

Background and Evidence

The rental unit is a one bedroom apartment in the landlord's subsidised apartment building. The tenancy began in May, 2011. There has been a previous hearing with respect to this tenancy. The landlord gave the tenant a Notice to End Tenancy in July, 2012, but it was not in the proper form as required by the *Residential Tenancy Act*. On August 21, 2012 a hearing was conducted. It was agreed at the hearing and recorded in the decision that matters had been settled between the landlord and the tenant and the tenancy would continue.

On September 26, 2012 the landlord served the tenant with a one month Notice to End Tenancy for cause. The Notice was in the proper form and it alleged that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and that the 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's representatives testified that it was agreed at the August 21st hearing that the tenant would meet with the landlord so the landlord could explain to the tenant the landlord's code of conduct and expectations of appropriate behaviour as set out in the rules. The landlord said that the tenant was rude and left the meeting without participating. Since then there have been complaints from other occupants about the

tenant's drinking and loud rude behaviour in the common area. The landlord said that the tenant acquired a pet kitten despite the building's no pet policy. He also defaced the door to the rental unit by writing on it with a felt pen. The landlord said that the tenant damaged a common area garden and tore the landscaping fabric by planting some flowers. The landlord said that it was reported recently that the tenant had a knife that he displayed in the common area and commented that he needed it for protection.

The tenant denied the allegation that he displayed a knife. He acknowledged that there was some truth to the other complaints about his behaviour. He said that he suffers from a mental disability and since he has changed his prescription medication, he has not been having conflicts with other residents. He said that he would avoid causing problems in the future if he was allowed to continue his tenancy.

Analysis and conclusion

At the hearing the landlord's representatives agreed to allow the tenant one more chance to demonstrate that he is capable of abiding by the landlord's reasonable rules of conduct and living in the rental property without disturbing other residents. The tenant acknowledged that if he is the subject of further complaints by residents or staff then the landlord will issue and serve another Notice to End Tenancy and will rely on the history of his behaviour during the tenancy as well as any new incidents that may occur as grounds for ending his tenancy. The landlord and the tenant will endeavour to involve the tenant's mental health worker to assist the tenant and ensure that he complies with the requirements of his tenancy.

Based on the landlord's agreement to allow the tenancy to continue, I order that the Notice to End Tenancy dated September 27, 2012 be, and is hereby cancelled. This does not constitute an adjudication on the merits of the Notice to End Tenancy and the landlord is at liberty to issue a new one month Notice to End Tenancy if it considers that circumstances warrant.

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: November 05, 2012.

Residential Tenancy Branch