



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Triumph Management (537070 BC Ltd.)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPT, CNC, FF

### Introduction

This is an application filed by the Tenant for an order of possession, to cancel the notice to end tenancy issued for cause and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted evidence of the Tenant, I am satisfied that that both parties have been properly served.

It was clarified at the beginning of the hearing with both parties that as the Tenant is currently has possession of the rental unit that an order of possession is not required. As such, no further action for this portion of the application is required.

### Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy issued for cause?

### Background, Evidence and Analysis

Both parties agreed that the Landlord served the Tenant with a 1 month notice to end tenancy issued for cause dated January 16, 2013 by posting it to the rental unit door. The effective date of the notice is shown as "Last February 2013". The stated reasons for cause are:

Tenant or a person permitted on the property by the Tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the Landlord.
- seriously jeopardized the health or safety or lawful right of another occupant.
- put the Landlord's property at significant risk.

Tenant has engaged in illegal activity that has, or is likely to:

- damage the Landlord's property.
- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord.
- jeopardize a lawful right or interest of another occupant of the Landlord.

Both parties agreed that the circumstances were as a result of an altercation in September 2012 when the Tenant (402) had an altercation with another Tenant (401) resulting in damage to the Tenant's (402) door. The police attended and no action was taken. The Landlord stated that the Tenant in 401 was told to contact him or the police if any further altercations took place. Both parties agreed that nothing further has occurred as of the date of this hearing. The Tenant states that he has offered to pay for damages to the door after the incident. The Landlord disputes this stating that the Tenant's offer noted in the details of dispute are the first that he has heard of it. The Landlord has stated that no actions/notices/communication were taken with the Tenant over the door other than the notice to end tenancy. The Landlord states that he was told to proceed with the notice after Christmas on instructions from the property manager.

I find that the Tenant has established a claim to cancel the notice to end tenancy issued for cause. Both parties have confirmed the original circumstances of the altercation was a one-time occurrence which has not repeated. The Landlord has failed to provide sufficient evidence to satisfy me that the Tenancy should end. The Tenant's Application is granted. The 1 month notice to end tenancy for cause dated January 16, 2013 is set aside and the Tenancy shall continue.

The Tenant is entitled to recovery of the \$50.00 filing fee. I order that the Tenant to withhold \$50.00, one-time from the next months rent in satisfaction of this claim.

### Conclusion

The Tenant's Application to cancel the notice to end tenancy is granted.  
The Tenant may withhold \$50.00, one-time from the next months rent.

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: February 21, 2013

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Residential Tenancy Branch

