



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNL, FF

### Introduction

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

### Issue(s) to be Decided

Should the Notice to End Tenancy dated June 1, 2013 be cancelled?

### Background and Evidence

The rental unit is a house in Langley. The landlords rent the house from the owner. They live in the upstairs portion of the house and sublet two suites in the basement. The female landlord and the tenant are brother and sister. The tenant moved into the rental unit in June 2012 after performing some renovations with the consent of the owner.

The landlords served the tenant with a one month Notice to End Tenancy for cause dated June 1, 2013. The Notice claimed that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord, that he has seriously jeopardized the health or safety or lawful right of another occupant or that landlord and that he has engaged in illegal activity that has jeopardized a lawful right or interest of another occupant or the landlord.

The landlord referred to two incidents during the tenancy; the first occurred in September or October, 2012. The landlord said that the tenant assaulted her 13 year old nephew after the nephew pushed the tenant's 11 year old. She said that he grabbed her nephew and yelled and swore at him. The landlord has no direct

knowledge of the incident; her testimony was based on information told to her by other family members. The tenant disputed the landlord's evidence. He said that there was a previous incident when the nephew assaulted his son. He said the nephew is aggressive and antisocial and requires constant supervision. He said that the nephew pushed his son and when his son came to him in tears, the tenant confronted the nephew and held him by the arm while he spoke to him. He said that he did not strike or push him and did not act improperly.

The second incident took place on May 23<sup>rd</sup>. The tenant was awakened at 5:15 A.M. by the landlords' daughter when she went to the basement to retrieve clothes from the dryer and slammed the door in anger when she discovered that the dryer had been turned off and the clothes she intended to wear to work were still wet. The landlord said that the tenant got out of bed and, in his underwear, chased her daughter upstairs while yelling at her. She said that he started a yelling match and woke up the whole household. The landlord said that the tenant is easily angered and her family is frightened by his temper. The landlord said she wants the tenant to move out and let them live in peace.

The tenant acknowledged the incident in May when he was awakened by the tenant's daughter angrily slamming the laundry room door. He denied that he turned off the dryer. The tenant said that the dryer will turn itself off if the load is unbalanced. He said that he got up and yelled at her, but that was all that happened. He said that he had been working a late shift; he was very tired and upset at being rudely and unnecessarily awakened.

The tenant acknowledged that the relationship and the tenancy has become dysfunctional. He said that he intends to move out of the rental unit but because he is waiting for some surgery that will make it physically impossible to move for a period of time, he is unable to specify when he intends to move.

### Analysis and conclusion

There is a troubled relationship between the parties. There have been two significant altercations, months apart. I received hearsay evidence from the landlord about the first of these incidents. I do not find that either of them constitute sufficient cause to end the tenancy and I therefore order that the Notice to End Tenancy dated June 1, 2013 be, and is hereby cancelled. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*. The parties are encouraged to discuss the matter and enter

into a mutual agreement to end tenancy on a convenient date. The tenant may deduct the \$50.00 filing fee for his application from a future installment of 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: July 10, 2013

---

Residential Tenancy Branch

