



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One-Month Notice to End Tenancy for Cause issued by the landlord indicating that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord, and that the tenant had breached a material term of the tenancy agreement that was not corrected within a reasonable time.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

- Should the One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenancy began on June 1, 2013 and rent is \$320.00.

Submitted into evidence by the landlord, was a copy of the tenancy agreement and a copy of the One Month Notice to End Tenancy for Cause dated July 5, 2013. Also in evidence were:

- A copy of a letter to the tenant from the landlord dated June 20, 2013, stating,
“The building caretaker has expressed some concerns about your behavior in your new unit. He has received 3 noise complaints, witnessed an increase in visitor traffic, and the smell of marijuana all associated with your suite.”

- A copy of an incident report dated July 5, 2013 noting the following:

“HAVE RECEIVED LOUD NOISE COMPLAINTS...HE HAS HAD COMPANY SINCE HE MOVED IN HE SAYS ITS HIS SISTER AND HER DAUGHTER? HE IS AWARE OF GVHS RULE’S THIS TENANT IS A VERY SHIFTY CHARACTER OTHER TENANTS ARE CREEPT OUT BY HIM”

(Reproduced as written)

- A copy of an incident report dated July 17, 2013 noting the following:

“COMPLAINTS ABOUT NEW TENANT....HAVE SEEN TENANT AT 830 AM WITH BEER ALSO HE HAS BROKEN THE DOOR KNOB ON BATHROOM DOOR ALSO HAS SUSPICIOUS UNDERADGE COMPANY SAYS THEY ARE HIS NIECES? SEEMS VERY SHIFTY AT TIMES AND THE SMELL OF CANNABIS IN THE HALL.”

(Reproduced as written)

The landlord testified that they have received complaints from other residents who were apparently concerned about the age of one of the tenant’s visitors. When questioned about the precise nature of the concerns, the caretaker stated that it didn’t seem right that this young person would be visiting the tenant. The landlord’s caretaker confirmed that none of the tenant’s guests were accosting or interfering with other residents.

The landlord testified that it is suspected that the tenant has allowed people to live in his suite with him.

The landlord called a witness who identified himself as a police officer involved with a program for crime-free housing. The officer stated that the police did attend the suite in regard to other people, and not specifically regarding the tenant, but the witness stated that he was not able to comment further.

The tenant stated that he is friends with a few people, one of whom has a daughter who has visited him a number of times. The tenant testified that there was no reason for others to make complaints about this. The tenant testified that he is virtually living as a shut-in, due to his disability and seldom leaves his residence. The tenant testified that other people commonly visit him in his home to assist the tenant by bringing groceries and running other errands.

The tenant testified that he does not have any control over whether or not police choose to come to his unit seeking individuals for their own purposes. The tenant pointed out that the persons apparently being sought by the officers at the time were confirmed not

to be on the premises. The tenant pointed out that he has no connection of any kind with criminal or unsavory activities, nor has he been the subject of a police investigation himself.

The tenant acknowledged that he likely made excessive noise when he first moved in as a friend came to assist him in repositioning his furnishings, due to the fact that the tenant was unable to physically cope with this kind of activity on his own. The tenant also acknowledged that he may have had his TV turned up too loud on occasion since he has a hearing deficiency. However, according to the tenant, he has now purchased headphones so that his TV volume will not interfere with anyone else.

In regard to drinking or using drugs, the tenant testified that he is on medication and does not drink at all. The tenant denied that he has permitted any other people to live with him in his suite and invited the landlord to check up on this at any time.

Analysis

One Month Notice to End Tenancy for Cause indicated that:

- (d) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- (h) the tenant
 - (i) has failed to comply with a material term, and
 - (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

Even if I fully accept all of the landlord's testimony, I find that there is not sufficient evidence to prove that the tenant's conduct constituted significant interference and unreasonable disturbance to support a One Month Notice to End Tenancy for Cause.

I also find that the landlord has not successfully established that the tenant breached a material term of the tenancy agreement to justify the ending of this tenancy.

Given the above and based on the evidence and testimony, I order that the One-Month Notice to End Tenancy for Cause dated July 5, 2013 is hereby cancelled and of no force nor effect.

Conclusion

The tenant is successful in the application seeking to cancel the One Month Notice to End Tenancy for Cause.

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 19, 2013

Residential Tenancy Branch