



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: CNC, OPC, RR, FF

Introduction

This Application for Dispute Resolution by the landlord was seeking an Order of Possession based on a One-Month Notice to End Tenancy for Cause dated July 4, 2013. The hearing was also to consider a cross application by the tenant seeking to cancel the One-Month Notice to End Tenancy and a rent reduction for repairs.

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

Each party confirmed receipt of the other party's evidence. Neither party raised any issues regarding service of the application or evidence. I have reviewed all testimony and submissions. However, only evidence relevant to the issues and findings in this matter are referenced in this decision.

Issue(s) to be Decided

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

Is the tenant entitled to a rent abatement?

Background and Evidence

The tenancy began in March 2007 and the rent is \$1,500.00 per month.

Submitted into evidence was a copy of the tenancy agreement, a copy of the One Month Notice to End Tenancy for Cause, copies of other notices, copies of communications, written testimony, photos and proof of service.

The One-Month Notice to End Tenancy for Cause dated July 4, 2013 showed an effective date of August 31, 2013 and indicated that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord of the

residential property and seriously jeopardized the health, safety or lawful right of another occupant or the landlord.

The landlord testified that the Notice was issued because the tenant had persistently acted in an adversarial manner lodging unfounded complaints and contacting the owner and municipal agencies with concerns about a wide variety of issues. The landlord testified that the tenants had disturbed others with their conduct which the landlord considers to be harassment. The landlord is seeking an Order of Possession

The tenant testified that his complaints about various issues in the building have often been met with no response from the landlord. The tenant complained that the landlord has taken too long to fix their patio door, does not properly investigate or address noise complaints and neglected to act on the tenant's concerns about a fire hazard in the storage area. The tenant also testified that the landlord failed to respond to the tenant's complaints about the lack of cleaning around the complex.

Submitted into evidence were copies of the tenant's written complaints to the landlord.

According to the tenant, the landlord issued the One Month Notice to End Tenancy for Cause to pressure the tenants in an attempt to stop them from making valid complaints.

The tenant is seeking to have the Notice cancelled.

The tenant also feels entitled to be compensated for the fact that the landlord has taken too long to complete repairs.

Analysis

Section 28 of the Act protects a tenant's right to quiet enjoyment and this right applies to all residents in the complex. I find that the landlord did not provide sufficient evidence that the tenant had been interfering with the quiet enjoyment of others nor seriously jeopardizing the health, safety or lawful rights of others.

For this reason, I grant the tenant's request to cancel the One Month Notice to End Tenancy for Cause.

However, in cancelling this Notice, I order that the tenant and the landlord both restrict all communications between to written form and avoid verbal conversations, unless absolutely necessary.

In regard to the tenant's request for monetary compensation, I find that the tenant did not provide sufficient evidentiary proof of the loss and violations of the Act by the landlord to justify compensation under the Act.

Each party is responsible for their own costs of their applications.

Conclusion

The tenant is partly successful in the application and the One Month Notice to End Tenancy for Cause is cancelled.

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 12, 2013

Residential Tenancy Branch

