



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Three Links Care Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause and an order for the Landlord to comply with the Act.

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

Issue(s) to be Decided

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

Background and Evidence

Both parties confirmed in their direct testimony that the Landlord served the Tenant with a 1 month notice to end tenancy issued for cause dated October 17, 2013. The stated effective date of the notice is December 1, 2013. The notice displays two reasons for cause.

-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 or the landlord.

The Landlord states that the Tenant has discriminated and harassed staff workers and other Tenants. The Landlord has provided a letter from staff member dated September 2, 2013 which describes an incident when the Tenant, "said very loudly that he needed an appointment letter. I asked what kind of appointment letter and [he] asked rudely if I don't know what an appointment letter is, and I asked if they wanted to talk to [M.] and [R.]. He said no, a visiting in the dining room appointment letter. I told him I don't know what kind of letter he is talking about...." The Tenant disputes this claim, but has admitted in a lettered response that he did speak "louder than I usually speak". The Landlord relies on a letter dated September 11, 2013 that warns the Tenant that

harassment or threatening behaviour was not tolerated that that any further action could result in an eviction. The Tenant has confirmed receipt of this letter and the warning, but disputes the original allegation of harassment. The Landlord then states that an incident took place between October 7 and 11. The Landlord also relies on a written statement by the Landlord's Agent, R.R. who states that a Tenant made a verbal complaint which was written down by R.R. The Tenant disputes this stating that the statement provide by the Landlord refers to a Ms. M. and not the referred complainant. The Landlord's Agent admits to changing the name because she did not wish to reveal the identity of the complainant. The Landlord's Agent states that Ms. M. complained of her harassment in signing a letter alleging discrimination against another Tenant and that she felt threatened by him physically when she refused. The Landlord states that no complaints were filed with the police for harassment, threatening or assault. The Tenant disputes and challenges the statement provided by R.R.

Analysis

I find on a balance of probabilities that I prefer the evidence of the Tenant over that of the Landlord. The Landlord has failed to provide sufficient evidence of a complaint by a Tenant other than the third party written statement of a verbal complaint from this Tenant instead of having a signed statement of such by the complainant or having the complainant attend as a witness. The Tenant has established grounds to cancel the notice to end tenancy issued for cause dated October 17, 2013. The notice is cancelled. The Tenancy shall continue.

Conclusion

The Tenant's Application is granted.

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: December 04, 2013

Residential Tenancy Branch

