



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FF, LRE, MNDC, OLD, PSF, RP

### Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside, a monetary order for money owed or compensation for damage, or loss under the Act, regulation or tenancy agreement, an order to have the landlord comply with the Act, regulation or tenancy agreement, an order to have the landlord make repairs to the unit, site or property, an order to have the landlord provide services or facilities required by law, and an order to suspend or set conditions on the landlords right to enter the rental unit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulations or the tenancy agreement?

### Background and Evidence

The tenancy began on or about August 15, 2013. Rent in the amount of \$700.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$350.00.

The landlord gave the following testimony:

The landlord stated that he received two separate complaints from neighbors about the subject tenant. The landlord stated the complaints were that the tenant was yelling, screaming and using foul language. The landlord stated that he had given the tenant

two warning letters about her behaviour prior to issuing the notice. The landlord stated that he disputes the tenants' claims in their entirety.

The tenant gave the following testimony:

The tenant stated that she was never given any sort of warning letter. The tenant stated that it is the landlord and his children that are disturbing her. The tenant stated that the landlord has not repaired the fridge as required and that she has lost hundreds of dollars worth of food because of it. The tenant stated that she found an abandoned mattress in the suite upon move in that contained bed bugs. The tenant stated that she does not blame the landlord for these issues but feels he has a responsibility to correct them. The tenant stated that the landlord has been spying on her and listening in on her phone conversations. The tenant feels that she has lost all her privacy.

### Analysis

The relationship between these two parties is an acrimonious one. The parties were agitated and bordering on hostile towards each other during the hearing. When a landlord issues a notice to end tenancy for cause, they bear the responsibility to provide evidence to support that claim. The landlord issued a One Month Notice to End Tenancy for Cause on October 14, 2013 with an effective date of November 15, 2013. The notice was issued on the grounds that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord stated he had issued warning letters to the tenant for excessive noise. The tenant denies receiving any warning letters. The landlord did not provide copies of those letters for consideration. The landlord was unable to provide specifics about the "significant interference or unreasonable disturbance". Based on the very vague evidence submitted for this hearing and on the balance of probabilities I set aside the One Month Notice to End Tenancy for Cause dated October 14, 2013 with an effective

date of November 15, 2013 is set aside. The notice is of no force or effect. The tenancy remains in full effect as per the original tenancy agreement.

The tenant is seeking \$550.00 for compensation for loss of food, loss of sleep, the stress involved to prepare for this hearing and having to live with bed bugs. When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The tenant has not satisfied any of the four grounds as listed above, and I therefore dismiss this portion of their application.

The tenant was also seeking to have the landlord comply with the Act, make repairs, provide services and suspend conditions on the landlords' right to enter the suite. The tenant made some vague comments about the above, all of which the landlord denied. The tenant was unable to provide sufficient evidence to support these claims and I therefore dismiss them.

### Conclusion

The One Month Notice to End Tenancy for Cause dated October 14, 2013 with an effective date of November 15, 2013 is set aside. The notice is of no effect or force. The tenancy remains in full effect as per the original terms of the tenancy agreement.

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 09, 2013

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Residential Tenancy Branch

