



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside, and a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed.

Issues to be Decided

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

Background and Evidence

The tenancy began on or about September 15, 2012. Rent in the amount of \$550.00 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 \$300.00.

The landlord gave the following testimony:

The landlord stated that the tenant has been a problem since summer of 2013. The landlord stated that he received a verbal complaint that the tenant was making noise and that he would run the hot water endlessly to disrupt the other tenants. The landlord

stated that the police also attended once for an investigation but was unaware of what the specifics of that were. The landlord issued a One Month Notice to End Tenancy for Cause on November 4, 2013 with an effective date of December 5, 2013. The landlord stated that he issued the notice on the basis that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord stated that he and the tenant had made an agreement that the tenant was to move out which the tenant did not honour.

The tenant gave the following testimony:

The tenant stated that the landlord does not comply with Act. The tenant stated that the landlord has poor communication and managerial skills. The tenant stated that the landlord attempted to give him a rental increase with only fifteen days notice. The tenant stated that he would be willing to move if the landlord would work with him to resolve his issues but feels the landlord is not willing.

Analysis

The relationship between these two parties is an acrimonious one. Both parties were cautioned numerous times about their behaviour and demeanour during the hearing. There was a level of hostility from the outset from each party. At times the parties were in a highly charged screaming match with each making allegations of "liar" to each other. The parties were more intent on arguing with each other than answering questions or presenting their claim. I was forced to intervene numerous times and ask the parties to stay focused on the issues at hand. The parties would follow my direction for a short time and then revert back to other non related issues. The parties were asked to address the issue of the notice however they kept referring to the change of use of the basement area.

When a landlord issues a notice under Section 47 of the Act they bear the responsibility to provide sufficient evidence to support the basis of issuing that notice. Neither party submitted a copy of the One Month Notice to End Tenancy for Cause. The parties were

in agreement as to the dates of the notice but not to as the basis for it being issued. I made numerous attempts seeking what the basis was but there wasn't a consensus. The tenant stated the notice was given in retaliation for him questioning the landlord on some non- related issues and ten minutes later was given a notice. The tenant stated that the landlord has not been clear or consistent as to why he wants to end the tenancy. The tenant stated that the landlord issued the notice on November 5, 2013 to end the tenancy but then issued a notice of rent increase on November 15, 2013. The tenant stated this gave a very "confusing message". The tenant stated he would be amenable to a Two Month Notice to End Tenancy for Landlords Use of Property. Based on the very limited documentation submitted by the landlord and the lack of clarity for what the notice was based on I must set aside the notice. It is worth noting that even if I accepted the basis for which the notice was issued the landlord did not provided sufficient evidence to support that position.

The One Month Notice to End Tenancy for Cause dated November 4, 2013 with an effective date of December 5, 2013 is of no effect or force. The tenancy continues on its original terms and agreement.

The tenant made an application seeking \$120.00 as compensation however the tenant provided no basis as to why he was entitled to the amount or for what reason; accordingly, I dismiss this portion of the tenants' application.

As the tenant has only been partially successful in his application I decline to award the recovery of the filing fee and he must bear that cost.

Conclusion

The One Month Notice to End Tenancy for Cause dated November 4, 2013 with an effective date of December 5, 2013 is of no effect or force. The tenancy continues on its original terms and 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 19, 2013

Residential Tenancy Branch

