



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, OLC, PSF, RR, 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, an order to have the landlord comply with the Act, an order to have the landlord make emergency repairs for health or safety reasons, 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 allow the tenant a rent reduction for repairs, services or facilities agreed upon but not provided. 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, regulation or tenancy agreement?

### Background and Evidence

The tenancy began on or about March 15, 2012. Rent in the amount of \$725.00 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.

At the outset of the proceedings the landlord and tenant advised that all issues listed on the application were resolved except for the One Month Notice to End Tenancy for Cause. Based on the agreed information, there is not a requirement for me to make a finding in regards to those issues and no further action from the Branch is required at this time.

This decision will deal solely on the issue of the One Months Notice to End Tenancy for Cause dated December 30, 2013 with an effective date of January 31, 2014.

The landlord gave the following testimony:

The landlord stated that from what he can recall the tenant has been late in paying the rent three times in the last 12 months. The landlord stated that due to his work schedule he was unable to provide documentary proof to support that allegation. The landlord stated that on December 24, 2013 the upstairs tenants made a complaint about the subject tenants. The landlord stated that the subject tenant's son was yelling and

screaming and banging on the walls. The landlord stated that the subject tenants' son was loud and abusive to everyone in the home. The landlord seeks to terminate the tenancy.

The tenant gave the following testimony:

The tenant stated that she was late paying her rent twice due to medical bills for her pets and that the landlord never mentioned that it was a problem. The tenant stated that the landlord often deposits the rent on the 10<sup>th</sup> of the month. The tenant stated that the issue that occurred on Christmas Eve has since been resolved. The tenant stated that her son was threatened by the upstairs tenant and that they were the victims in the matter. The tenant stated it was the one and only time she had been involved with any disruption in the home.

### Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility to provide evidence to support the basis of issuing the notice. . The landlord issued the notice on six separate grounds however he was unable to provide sufficient evidence to support any of the grounds. The landlord acknowledged that he lacked the documentary evidence to support the late rent payments and he acknowledged that the events of December 24, 2013 were the first and only incident involving this tenant. Based on all of the above and on the balance of probabilities I find that the One Month Notice to End Tenancy for Cause dated December 30, 2013 with an effective date of January 31, 2014 is hereby set aside. The notice is of no effect or force. The tenancy remains in effect.

### Conclusion

The One Month Notice to End Tenancy for Cause dated December 30, 2013 with an effective date of January 31, 2014 is hereby set aside. The notice is of no effect or force. The tenancy remains in effect.

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: February 13, 2014

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Residential Tenancy Branch

