



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cornerstone Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for cause.

Background and Evidence

The landlord's testified that:

- They believe that the tenant is selling drugs out of his rental unit, and the building has been put at significant risk by the comings and goings of the people buying drugs.
- They have also had numerous complaints from the other occupants of the rental property about loud fights coming from the tenant's suite and they believe this is unreasonably disturbing the other occupants.
- The police have even had to attend on occasion to deal with the tenants fighting.
- The strata council has instructed them to end this tenancy due to these ongoing problems as the tenants are violating the strata bylaws.

- They therefore ask that the Notice to End Tenancy be upheld and that an Order of Possession be issued.

The tenant testified that:

- He has at no times sold drugs from his rental property. This is all hearsay on the part of the landlords as they have provided no evidence to support these claims.
- He and his spouse have had some loud arguments due to the stress they are under at this time; however the landlord has provided no evidence to show that their arguments are disrupting the quiet enjoyment of the other parties in the rental property.
- Further they fail to see how their arguing puts the property at significant risk.
- He therefore asks that the Notice to End Tenancy be canceled and that this tenancy be allowed to continue.

Analysis

The burden of proving the reasons given for ending it tenancy lies with the landlord, and in this case it's my finding that the landlord has not met the burden of proving the reasons given on the Notice to End Tenancy.

The landlords claim that the tenant or persons permitted on the property by the tenant have put the landlord's property at significant risk, as the tenant has been involved in selling drugs out of his rental unit, however the landlords have provided no evidence in support of this claim, therefore it is just their word against that of the tenants and that is not sufficient to meet the burden of proving their allegations.

Secondly the landlords have stated that the tenant is engaged in illegal activity that adversely affects the quiet enjoyment, security, safety, or physical well-being of another occupant or the landlord however again the landlords are provided no evidence to substantiate their allegation of illegal activity. There has been some loud arguing between the tenants, however although arguing can adversely affect the quiet enjoyment of other occupants, it can hardly be considered illegal activity.

Therefore it's my decision that the Notice to End Tenancy will be canceled.

Conclusion

The one-month Notice to End Tenancy, dated December 12, 2013, is hereby canceled and this tenancy continues.

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 05, 2014

Residential Tenancy Branch

