



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Towers
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The landlord gave the following testimony:

The landlord stated that the tenant has had a history of problems in this building during his tenancy. The landlord stated that the tenant has a file "two inches thick". The landlord stated that most recent incident occurred on January 12, 2014 when the subject tenant confronted and threatened another tenant in the building that had complained about the subject tenant smoking drugs and making noise. The landlord stated that the tenants are fearful for their safety. The landlord issued a One Month Notice to End Tenancy for Cause on January 16, 2014 with an effective date of February 28, 2014. The landlord seeks to have the tenancy end and obtain an order of possession.

The tenant gave the following testimony:

The tenancy began on or about ten years ago. Rent in the amount of \$1095.00 is payable in advance on the first day of each month. The tenant stated that he was not the cause of the disturbance on January 12, 2014. The tenant stated that he was sound

asleep in bed and was disturbed by the upstairs tenant yelling "Shut up" about ten times. The tenant denies threatening anyone.

Analysis

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons and must provide evidence to support those reasons. The landlord issued the notice on two grounds, they are: 1) the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord and 2) the tenant seriously jeopardized the health and safety or lawful right of another occupant or the landlord.

The landlord has not provided sufficient evidence to support the notice. In the landlords own testimony he stated that he had not issued any warnings to the tenant and that there has been no issues since the night in question. Based on all of the above, the insufficient evidence before me and on the balance of probabilities; I hereby set aside the notice.

Conclusion

The One Month Notice to End Tenancy for Cause dated January 16, 2014 with an effective date of February 28, 2014 is hereby set aside, it is of no effect or force. The tenancy continues on the original terms and conditions.

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: March 06, 2014

Residential Tenancy Branch

