



# 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. 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 to end tenancy set aside?

### Background and Evidence

The tenancy began on or about December 1, 2001. Rent in the amount of \$795.00 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 \$305.00.

The landlord gave the following testimony:

The landlord stated that the subject tenant has been complaining about “creaking floors” for many years. The landlord stated that she has had her “hardwood floor expert” inspect on two separate occasions and was informed that nothing could be done. The landlord stated that the building is 84 years old and is a wood frame building. The landlord stated that the subject tenant has made numerous complaints and has forced a recent tenant to move out. The landlord stated they have attempted to address the subject tenants’ complaints but she is never satisfied. The landlord stated that she feels that her hands are tied and seeks an order of possession to end the tenancy.

The tenant gave the following testimony:

The tenant stated that she has always contacted the tenants that live above her in a respectful and polite manner. The tenant stated that she has worked with other tenants to help minimize the “creaky floor” issue. The tenant stated that she has not interfered with other tenants or unreasonably disturbed them and wishes to remain in the building.

### Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility to provide sufficient evidence to support the issuance of the notice. The landlord has submitted some evidence that the subject tenant has been a nuisance at times but not to the level that would warrant the termination of the tenancy. I do not find that the landlord has submitted sufficient evidence that the tenant significantly interfered with or unreasonably disturbed other tenants in this instance. The One Month Notice to End Tenancy for Cause dated May 3, 2014 with an effective date of June 30, 2014 is set aside and is of no effect or force.

As the tenant was successful in her application she is entitled to a one time rent reduction of \$50.00. The tenant may reduce her rent by \$50.00 for the month of August 2014.

### Conclusion

The One Month Notice to End Tenancy for Cause dated May 3, 2014 with an effective date of June 30 is set aside and is of no effect or force.

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: July 2, 2014

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Residential Tenancy Branch

