



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Clifford Enterprises (Canada) Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF, MT, 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, an order to allow the tenant more time to make an application to cancel a Notice to End Tenancy and the recovery of the filing fee. 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 January 1, 2013. Rent in the amount of \$1000.00 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 \$500.00.

The landlord gave the following testimony:

The landlord stated that the tenant did not pay the rent due for the month of May on the first. The landlord stated the tenant paid on the second. The landlord stated that when he approached the tenant and explained that she was to pay the late fee as part of their tenancy agreement; the tenant became “verbally abusive”. The landlord stated that he was not going to put up with this behaviour and served the tenant a One Month Notice to End Tenancy for Cause on May 5, 2014.

The tenants' legal counsel gave the following submission:

The tenants counsel submitted that the matter was nowhere near as heated as purported by the landlord. The tenants counsel submitted that the landlord failed to provide sufficient evidence of the basis of issuing the notice.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility of providing sufficient proof for the issuance of that notice. The landlord issued the notice on the basis "that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord". I accept that the parties had a disagreement about the payment of the rent but I do not find that it meets the test to have a tenancy end. Based on the insufficient evidence before me and on the balance of probabilities I must set aside the One Month Notice to End Tenancy for Cause dated May 5, 2014 with an effective date of June 5, 2014. The notice is of no effect or force. The tenancy continues on the same terms and conditions as before.

As the tenant has been successful in her application I order that the tenant is entitled to a one time reduction in her rent of \$50.00. The tenant may apply that reduction for the rent that is due on August 1, 2014.

As I have found that the tenancy is to continue I need not address the tenants' application seeking more time to file an application and therefore dismiss that portion of her application.

Conclusion

The One Month Notice to End Tenancy for Cause dated May 5, 2014 with an effective date of June 5, 2014 is set aside. The notice 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: June 24, 2014

Residential Tenancy Branch

