



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT CNC FF

### Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause, as well as for an extension of time to make the application. The tenant, an advocate for the tenant and the landlord participated in the teleconference hearing.

### Preliminary Issue – Extension of Time

On June 10, 2014 the landlord served the tenant with a notice to end tenancy for cause by posting the notice on the rental unit door. The tenant indicated that he received the notice on June 11, 2014, and he applied to cancel the notice on June 24, 2014. The tenant was required to apply to cancel the notice within ten days of having received the notice, in this case by June 21, 2014. June 21, 2014 fell on a Saturday, and the next business day fell on Monday, June 23, 2014.

The tenant stated that he was unable to make the application to dispute the notice by that date because he lives in a remote area, he does not have a driver's license, and he works six days a week. I determined in this case that it was appropriate to grant the tenant an extension of one day to dispute the notice to end tenancy, and I proceeded with the hearing.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

### Background and Evidence

The tenant rents the lower portion of a building, the upper portion of which is rented to commercial tenants who operate a restaurant. The tenancy began as a fixed-term lease, which ended and reverted to a month-to-month tenancy on May 31, 2014.

On June 10, 2014 the landlord served the tenant with a one-month notice to end tenancy for cause. The notice indicates that the reasons for ending the tenancy are that the tenant has significantly interfered with or unreasonably disturbed another occupant, and the tenant has put the property at significant risk.

The landlord stated that after the one-year lease expired, he decided he wanted the property back. The landlord stated that he issued the notice to end tenancy because the tenant said that he would keep the unit in a clean, sanitary state and he has not done so; the lawn is very unkempt and the tenant has not been mowing it even though the landlord gave the tenant a \$50 discount in rent to mow the lawn; the tenant's idea of gardening is different from the landlord's idea of gardening, including what the tenant has been composting; the tenant was growing marijuana; and the tenant is constantly feuding and bickering with the commercial tenants upstairs.

The tenant stated that he has just been hearing a lot of gossip about the condition of the yard, but no real complaints. The tenant stated that the commercial tenants upstairs are the ones who want the lawn cut, and they have refused to reimburse the tenant for the hot water heating costs.

### Analysis

I find that the notice to end tenancy is not valid.

I find no evidence that the tenant is putting the property at significant risk. There is no evidence that the tenant's actions are causing a risk of fire, structural damage or other such risk.

The tenant's actions may be annoying the commercial tenants, but I do not find that this amounts to significant interference or unreasonable disturbance of other occupants. I find that the term "occupants" does not include commercial tenants, whose contractual relationship with the landlord is not a residential tenancy matter. Further, even if the upstairs tenants had been residential tenants, the landlord did not call those tenants as witnesses or provide any statements or complaints from those tenants.

### Conclusion

The notice to end tenancy is cancelled, with the effect that the tenancy continues until such time as it ends in accordance with the Act.

As the tenant's application was successful, he is entitled to recovery of the \$50 filing fee for the cost of his application. The tenant may deduct \$50 from his next month's rent.

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 23, 2014

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Residential Tenancy Branch

