



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS.
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

CNC, FF

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated May 26, 2014.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

The One-Month Notice to Notice to End Tenancy for Cause, a copy of which was submitted into evidence, indicated that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenancy began in 2007 and the rent is \$1,170.00 per month. The tenant had submitted into evidence a copy of the One-Month Notice to End Tenancy for Cause dated May 26, 2014 showing an effective date of June 30, 2014.

Evidence was submitted including written statements, copies of communications and a copy of the tenancy agreement.

The landlord testified that the home being rented to the tenants and the house next to it have the two driveways situated side-by-side with ample width for more than 2 cars. The landlord stated that homeowners living in a house next door to the tenants have lodged a number of written and verbal complaints to the landlord about the conduct of

the tenants. The complaints included allegations that the tenants are rude, verbally abusive and have acted in a threatening manner towards the homeowners living next door. There were also allegations that the tenant threw cigarette butts onto the driveway and allowed their visitors to park on the neighbour's side of the mutual driveway.

The landlord called two witnesses who identified themselves as the homeowners of the adjacent property. One of the witnesses described an incident that allegedly involved the tenant threatening the neighbor with a knife in July 2013.

The tenant denied that this incident had ever occurred and pointed out that, if it truly had happened, as the witness described, there would be police involved and the tenants would have been cautioned or charged by police, which did not happen.

In regard to the accusation that the tenant allowed visitors to park on the neighbour's side of the driveway, the tenant pointed out that they do not drive their own vehicle which is permanently parked in their own driveway.

The tenant stated that there was an isolated incident where the tenant was being picked up by her daughter, who momentarily pulled into the neighbour's half of the driveway. The tenant testified that the neighbor aggressively rushed out to confront the tenant as she was getting into the car. According to the tenant, the neighbor proceeded to verbally abuse the tenant and the driver to the extent that it frightened the tenant's granddaughter reducing the child to tears. The tenant admitted that words were exchanged at that time.

The tenant's position is that the landlord's One Month Notice to End Tenancy for Cause had no merit and should be cancelled.

Analysis

The burden of proof is on the landlord to justify the Notice.

Section 28 of the Act protects a tenant's right to quiet enjoyment. I find that, even if I accept all of the allegations as truth, the conduct of the tenant as described did not have the effect of unreasonably interfering with or disturbing another tenant or the landlord.

While it is clear that the homeowners living next door to the tenants feel that the landlord should terminate this long term tenancy on the strength of their concerns, the fact is that a landlord is not legally permitted to end any tenancy except in accordance with the Act.

In the case before me, I find that there is no basis whatsoever to terminate this tenancy for cause under the Act, particularly when the only complaints consist of subjective reports received from interested third parties who have no status under the Act as tenants.

I find that residents in a neighbourhood who take issue with the conduct of others living in their vicinity always have the option of taking their concerns to the municipality or police, but cannot rely on the landlord of another resident to intervene in response to their complaints.

Given the above, I find that the One-Month Notice to End Tenancy for Cause issued by the landlord on May 26, 2014 has no merit and must be cancelled. I hereby order that the One-Month Notice to End Tenancy for Cause is permanently cancelled and of no force nor effect.

I further order that the tenant is also entitled to recoup the \$50.00 cost of filing this application by deducting \$50.00 from the next rental payment owed to the landlord.

In cancelling this Notice, I encourage the tenants to refrain from communicating with the concerned neighbours. I also encourage the landlord to advise the neighbours not to communicate directly with the tenants in future and to inform the neighbours that they should direct their complaints to the appropriate municipal authority, if they feel this is necessary.

Conclusion

The tenant is successful in the application and the One Month Notice to End Tenancy for Cause is cancelled and of no force nor effect.

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 22, 2014

Residential Tenancy Branch

