



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and two agents representing the landlord.

During the hearing, the landlords did not verbally request an order of possession should the tenant be unsuccessful in his Application.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agree the tenancy began as a month to month tenancy beginning in July, 2011 for a monthly rent of \$850.00 due on the 1<sup>st</sup> of each month with a security deposit of \$425.00 paid.

The landlord submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause issued on May 14, 2014 with an effective vacancy date of June 30, 2014 citing the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right or another occupant or the landlord.

The landlord testified the notice was posted to the rental unit door on May 31, 2014. The tenant testified he received the notice on June 1, 2014.

The landlord submits that the tenant is very aggressive towards building management, the landlord and other occupants in the residential property. The landlord submits that in August 2013 the tenant was aggressive towards another agent for the landlord and he was given a "breach" letter. This letter warns the tenant that any further misconduct will result in a notice to end the tenancy.

The landlord also submits that on May 14, 2014 the tenant aggressively restricted the landlord's access to the rental unit when the local fire inspector was checking on smoke detectors. The landlord submits that notices were posted all over the building that the inspector would be there on that date.

The landlord submits the tenant allowed the inspector in but when the landlord's agent attempted to keep the door open as per the requirements of the inspector when completing the inspections the tenant forced the agent out into the hall and closed the door.

The tenant submits that in the August 2013 incident the agent was cutting branches off of trees on the residential property that make up the architecture of the area. He states also that on the May 14, 2014 incident the landlord had not informed him they were attending.

The tenant submits that he does not appreciate the landlord's attitude and that the tenant is the "paying customer".

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Much of the evidence presented to me consisted of disputed testimony and different versions of events. Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their version of events.

In addition, I find that while events submitted by the landlord may have been bothersome to the landlord and potentially jeopardized the landlord's lawful right to maintain the residential property there is no evidence before me that the tenant's actions have **seriously** jeopardized this right.

As the landlord has provided only one warning letter in regard to an incident and no other evidence to support their position, I find the landlord has failed to provide sufficient evidence to establish they have cause to end the tenancy.

However, I caution the tenant that he should consider that he has been sufficiently warned that infractions where he interferes with the landlord's rights and obligations to maintain the residential property and rental unit the landlord may have sufficient cause in future to end the tenancy.

Conclusion

Based on the above, I grant the tenant's Application and cancel the 1 Month Notice to End Tenancy for Cause issued on May 14, 2014 and order the tenancy remains in full force and 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

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Residential Tenancy Branch

