



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC, OLC, LRE, FF

### Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, digital evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not to set aside the Notice to End Tenancy that's been given for cause.

### Background and Evidence

On May 20, 2014 the landlord served the tenant with a Notice to End Tenancy stating the following reason:

- Tenant or persons permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord stated at the hearing that the reason the notice was given is because, even though the tenant was given proper 24 hour notice of entry, the tenant, on one occasion refused entry, and on the second occasion although entry was allowed, insisted that the landlord's agent vacate the rental unit prior to the completion of the inspection.

He has therefore given a Notice to End Tenancy because the tenant has denied him his right to do an inspection of the rental property after giving the proper 24 hours notice.

He also found the tenant very argumentative and is unable to discuss issues with her in a reasonable manner.

### Analysis

It's my finding that the landlord has not shown that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

It appears that the landlord has checked off the wrong box on the Notice to End Tenancy because there is a section that allows the landlord to end the tenancy if the tenant has seriously jeopardized the lawful right of the landlord, which is what the landlord is claiming in this case.

I do not accept that, just because the landlord finds the tenant difficult to deal with, this can be considered significant interference or unreasonable disturbance of the landlord.

I therefore allow the tenants request to cancel this Notice to End Tenancy and also allow the request for recovery of the \$50 filing fee.

Conclusion

The one-month Notice to End Tenancy dated May 20, 2014 is hereby canceled and this tenancy continues.

I further Order, that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore make a one-time deduction of \$50.00 from future rent payable to the landlord.

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 16, 2014

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Residential Tenancy Branch

