



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant has filed an application seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the teleconference. Both parties gave affirmed evidence.

Issue(s) to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?

Background and Evidence

This tenancy began on April 2, 2013 and has a monthly subsidized rent of \$375.00.

The landlord gave the following testimony:

The landlord stated that the tenants' guests have caused him great concern. The landlord stated that the tenants' guests will use the common washroom and leave it in horrible disarray as well as smoke in the common areas and walk nude through the hallways. The landlord stated that the tenants' guests do not flush the toilet and have left syringes on the floor in the washroom. The landlord stated that other tenants have made complaints about this issue. The landlord stated that he has verbally warned the tenant numerous times as well provide a breach letter. The landlord issued a notice to end tenancy on June 15, 2014 with an effective date of July 31, 2014. The landlord requested an order of possession.

The tenant gave the following testimony:

The tenant stated that the landlord did not have sufficient proof it was his friends and that the complaint was from a tenant that he didn't get along with and no longer lives

there. The tenant stated “that’s all I have to say because I didn’t do it and it just didn’t happen”

Analysis

When a landlord issues a notice under Section 47 they bear the responsibility in providing sufficient evidence to support the issuance of the notice. The landlord has issued a notice on the basis that “the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord”. I accept the tenants’ behaviour is somewhat of nuisance but it does not merit terminating the tenancy. The landlord has not provided sufficient evidence to support his claim. Based on the above and on the balance of probabilities I hereby set aside the notice.

Conclusion

The One Month Notice to End Tenancy for Cause dated June 15, 2014 with an effective date of July 31, 2014 is hereby set aside; it is of no effect or force. The tenancy continues.

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: August 25, 2014

Residential Tenancy Branch

