



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Connaught Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The tenancy began on or about December 3, 2013. Rent in the amount of \$840.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$420.00.

The landlord gave the following testimony:

The landlord stated that on the morning of August 6, 2014, the male tenant verbally abused the landlords' landscapers while smoking marijuana. The landlord stated that smoking marijuana is a breach of a material term of the tenancy and a breach of the addendum signed by the tenant at move in. The landlord had a witness provide testimony that the tenant was using hand gestures and was intimidating and verbally abusing the landscapers. The landlord issued a notice to end tenancy on September 22, 2014 with an effective date of October 31, 2014. The landlord requested an order of possession and to have the tenancy end.

The tenants gave the following testimony:

The tenants adamantly deny both claims as made by the landlord. The tenant stated that he rolls his own cigars and that's what he was smoking on the August 6, 2014. The tenant stated that he does not smoke any drugs and that he has offered to take a drug test on numerous occasions. The tenant stated that he did not intimidate or threaten any of the landscapers and that he was in fact discussing possible employment for one of them as he has his own landscaping company. The tenant stated that he wishes to stay.

Analysis

This was a highly contentious hearing. It was very apparent that the parties have hostile feelings towards each other. After hearing all the testimony and reviewing the evidence the parties began to argue with each other. I immediately informed the parties that all of their documentary and testimonial evidence will be considered in making a decision and I concluded the hearing as the parties were more content on arguing with each other than addressing the issues at hand.

When a landlord issues a notice under Section 47 they bear the responsibility of providing sufficient evidence to support their claim. The landlord has issued a notice on the basis that the tenant breached a material term of the tenancy by smoking marijuana and that he threatened the landlords landscapers. The landlord has not provided sufficient evidence to support either of those claims. The tenant had his own witness that stated that he was smoking a cigar on August 6, 2014 and that he was not abusive towards the workers. The tenants witness provided testimony that was in direct dispute of the landlords' claims.

Based on all of the above and on the balance of probabilities, I must dismiss the landlords' application. The notice is hereby set aside; it is of no force or effect.

Conclusion

The One Month Notice to End Tenancy for Cause dated September 22, 2014 with an effective date of October 31, 2014 is set aside; it is of no force or effect. The tenancy continues on the original terms and conditions.

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: November 05, 2014

Residential Tenancy Branch

