



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Port Coquitlam Senior Citizens Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, CNR

### Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a One Month Notice to End Tenancy for Cause. The tenant has also filed to have a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities set aside. At the outset of the hearing both parties advised that they had come to an agreement in regards to that notice and that it need not be considered for this hearing, based on the information and agreement of both parties I need not make a finding in regards to that notice. This hearing and decision will deal solely with the One Month Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. Both parties confirmed that they received each other's documentary evidence for this hearing.

### Issues to be Decided

Is the tenant entitled to have the notice set aside?

### Background and Evidence

The tenancy began on or about July 1, 2010. Rent in the amount of \$315.22 is payable in advance on the first day of each month.

The landlord gave the following testimony:

The landlord stated that she issued a One Month Notice to End Tenancy for Cause on January 19, 2015 with an effective date of February 28, 2015. The landlord stated that she issued the notice on the following three grounds; the tenant has allowed an unreasonable number of occupants in the unit/ site, the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, and the tenant has seriously jeopardized the health and safety or lawful right of another occupant or the landlord.

The landlord stated the tenant has allowed prostitutes into the building at all hours of the day whereby they slam doors and make noise. The landlord stated that the tenant is responsible for jamming an entry door open which compromised the security of the building. The landlord stated the tenant parked a motorcycle that was leaking gas near the storage entry area. The landlord stated that the tenant has allowed his nephew and his girlfriend to live in the unit for extended periods. The landlord stated that his nephew brought in stolen items into the building and that the local police came to investigate. The landlord stated she seeks an order of possession.

The tenant gave the following testimony:

The tenant adamantly disputes all claims made against him. The tenant stated that he has no knowledge of any of the allegations made against him. The tenant stated that “who decided that I was responsible for all these things”. The tenant stated that he has never let in prostitutes, had a motorcycle, had access to the storage area or had any stolen items in his suite. The tenant stated that his nephew visits regularly and stays overnight on occasion but does not live with him. The tenant stated that he wishes to continue residing in the building.

### Analysis

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. The landlord bears the responsibility to provide sufficient evidence

to support the basis of issuing the notice. Although the landlord has issued the notice on three grounds they have not provided sufficient evidence for any of them. The tenant stated that he received a warning letter that wasn't justified and that he hasn't caused any problems. In the landlords own testimony she stated that there has not been any issues since early December. The landlord stated that she "assumed" and "I'm pretty sure" the subject tenant was responsible for the above stated issues. Based on the above and on the balance of probabilities, the landlord has failed to meet the requirements as stated in Section 47. I hereby set aside the One Month Notice to End Tenancy for Cause dated January 19, 2015 with an effective date of February 28, 2015; it is of no effect or force. The tenancy continues on the original terms and conditions.

### Conclusion

The One Month Notice to End Tenancy for Cause dated January 19, 2015 with an effective date of February 28, 2015 is set aside.

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: February 12, 2015

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Residential Tenancy Branch

