



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR CNC

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy unpaid rent or utilities and to cancel a notice to end tenancy for cause. The tenant, the landlord and the landlord's agent participated in the teleconference hearing.

At the outset of the hearing the landlord confirmed that he had issued the notice to end tenancy for unpaid rent or utilities because the tenant failed to pay his security deposit. I informed the parties that this notice was not valid, as a landlord cannot seek to end a tenancy by serving a notice to end tenancy for unpaid rent or utilities when the outstanding monetary amount is not rent or utilities. I therefore cancelled that notice.

At the outset of the hearing, the landlord confirmed that he had received the hearing package from the tenant. The tenant submitted a subsequent evidence package on the branch on May 6, 2015; however, the tenant did not serve this evidence on the landlord, and I therefore did not admit or consider that evidence. The landlord did not submit any documentary evidence. The parties were given full opportunity to give affirmed testimony and present their admissible evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy for cause dated March 31, 2015 valid?

Background and Evidence

On March 31, 2015 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were that the tenant or a guest of the tenant had (1) significantly interfered with or unreasonably disturbed

another occupant or the landlord; and (2) seriously jeopardized the health, safety or lawful right of another occupant or the landlord.

Landlord's Evidence

The landlord stated that since the tenancy began in late 2014, the police have attended five or six times. On one occasion the tenant played loud music at night for more than four hours, and when they told him to stop, he started arguing with them. The tenant is smoking in the unit contrary to his tenancy agreement, and he is bothering other occupants.

The agent for the landlord, the resident manager, stated that he has witnessed the tenant interfering with other occupants. The tenant did not pay the security deposit, and when the manager reminded him of it, the tenant said "don't go there." The manager stated that the tenant has threatened him and other occupants, and he called the manager names and swore at him. The manager stated that after he served the tenant with the notice to end tenancy, the tenant assaulted him.

Tenant's Response

The tenant stated that he gets along with everyone in the building, except the resident manager, who is "the odd man out." The tenant stated that the manager is weird and creeps around. The tenant stated that the manager has been harassing him, has lied to him, locked him out and stolen his mail. The tenant stated that the only time he put his hands on the manager was when the manager was in the tenant's suite without permission, and the tenant had no choice but to throw the manager out and lock the door. The tenant stated that he complained to the landlord about the manager, but the landlord did not respond. The tenant stated that the landlord just wants to get everyone out except for the manager, and the other tenants have all been evicted.

Analysis

I find that the landlord did not provide sufficient evidence to establish that the notice to end tenancy is valid. The testimony of the landlord and the manager was vague and unsupported, and the tenant disputed the landlord's allegations. The landlord failed to establish that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord or seriously jeopardized the health, safety or lawful right of another occupant or the landlord. I therefore cancel the notice to end tenancy dated March 31, 2015.

Conclusion

Both notices to end tenancy are cancelled, with the effect that the tenancy continues until such time as it ends in accordance with the Act.

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: May 19, 2015

Residential Tenancy Branch

