



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF, MNDC

### Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside and a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

### Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about June 1, 2011. Rent in the amount of \$930.00 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 \$450.00. The tenant stated that she took on a roommate and had him added to the lease on June 1, 2015. The tenant stated that she thought she knew this person well but he turned out to be a liar, a cheat and violent. The tenant stated that he threatened to kill her numerous times that has now resulted in her roommate being arrested and he has been ordered to not have contact with her or attend the subject property through a court order. The tenant stated that she has not seen him since July 24, 2015 and that he has not returned to the property since that day.

The tenant stated that the landlord issued a One Month Notice to End Tenancy for Cause on July 8, 2015. The tenant stated that she is happy to move out but has no money to do so. The tenant stated that she originally was going to abide by the notice

and incurred costs of \$2100.00 that she says the landlord should pay for. The tenant stated that if the landlord gives her two months' rent as compensation for moving expenses she will vacate. The tenant stated that she is a senior and has been a good tenant. The tenant stated that her roommate was the cause of all these issues and now that he's gone she should be able to stay.

The landlord gave the following testimony. The landlord stated that he issued a One Month Notice to End Tenancy for Cause on July 8, 2015 by personally delivering it to the tenant. The landlord stated that he received a complaint letter from one of his neighbors in regards to the tenants and their behaviour. The landlord stated that he warned the male tenant "once or twice" verbally. The landlord stated that although there haven't been any issues since late July, he wants the tenant to move out as soon as possible.

### Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord issued the notice on the basis that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord has not satisfied me that the tenancy should end on that ground and I outline my reasons as follows.

The landlord stated that the police attended to the property on 8 separate occasions from July 8, 2015 -July 23, 2015 however, since that time the landlord confirmed that there haven't been any further problems since the male tenant was ordered by the courts to not attend to the property or to have contact with the female tenant. Furthermore, the tenant gave a reasonable explanation as why the police attended, often at her request because she was being threatened. In addition, the landlord did not take immediate steps to make attempts to correct the tenants' behaviour by putting them on notice and giving them warning letters cautioning them about their specific behaviour and the possible consequences if not corrected in an immediate fashion. As the male tenant was the cause of all the issues and no longer resides in the unit, I find that the tenancy may continue.

Based on all of the above, I hereby set aside the One Month Notice to End Tenancy for Cause dated July 8, 2015 with an effective date of August 31, 2015. It is of no effect or force. The tenancy continues.

As for the tenants' monetary claim of \$1860.00 for moving costs and the costs of storage, I hereby dismiss that claim as the tenant has not provided any documentary evidence to support those costs, i.e. receipts, quotes or invoices.

As the tenant was only partially successful in her application I decline to award her the recovery of the filing fee and she must bear that cost.

### Conclusion

The notice is set aside. The tenancy continues. The tenants' monetary claim is dismissed.

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: September 22, 2015

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Residential Tenancy Branch

