



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNR, MNDC, OLC, ERP, RP, FF

### Introduction

This was an application brought by the named tenant. In his application for dispute resolution filed on August 20, 2015 the tenant named himself and another tenant as applicants. The tenant and the other person named are not co-tenants; instead they have separate tenancies with the landlord. Because the second named tenant is not a proper party to this dispute, did not sign the application and did not attend the hearing, I have deleted his name from the style of cause.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated August 15, 2015 be cancelled?  
Is the tenant entitled to other relief, including a monetary award?

### Background and Evidence

The rental unit is a basement room in the landlord's house in Vancouver. The tenancy began in September, 2014. The landlord served the tenant with a one month Notice to End Tenancy for cause dated August 15, 2015. The Notice required the tenant to move out by September 15<sup>th</sup>. The Notice to End Tenancy alleged that the tenant has been repeatedly late paying rent, that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, jeopardized the health or safety or lawful right of another occupant or the landlord and put the landlord's property at significant risk. The landlord also claimed that the tenant engaged in illegal activity; that he has caused extraordinary damage to the unit; that he assigned or sublet the unit without consent; that he knowingly gave false information to a prospective tenant or purchaser of the property and finally, that the tenant's rental unit is part of an employment arrangement that has ended and the unit is needed for a new employee.

Before he served the tenant with the August 15<sup>th</sup> Notice to End Tenancy, the landlord gave the tenant a typed document described as a: "Formal notice". The document was dated July 1, 2015 and addressed to the tenant. The landlord said in the Notice in part as follows:

**Please move out from my house at the end of August (2 month notice).**

We already discuss many time since you move here. We only rent you a room. I need often clean the common area, use the common washroom. I orally notice you move out ASAP many times and use text message to notice you move out ASAP. However, you refused to move out and said you need 2 month writing notice. Now I have to give you this 2 month writing notice.

There are at least three reasons. First, you are very dangerous to my famalies, my children and me. You often drunk, talk to me and threaten me. We do not allow you to have chicken in my house, plant grass without paying in my house. You fight with me many times. Second You put too much things in the common area. You make very messy and dirty in the common area. Third we need do some renovation in the common area and your room ASAP. I already talked with you many times.

Please move you things from the common area ASAP because we need do some cleaning and renovation there. (reproduced as written)

The tenant disputed the one month Notice to End Tenancy. The tenant complained that the landlord has entered the rental unit without permission and has disturbed the tenants use, occupancy and quiet enjoyment of the unit. The tenant alleged that the landlord has thrown out some of his possessions and has interfered with his gardening activities and destroyed edible plants grown by the tenant.

The tenant denied the landlord's claims that he has fought with the landlord or threatened him or his family. The tenant did acknowledge that he has occasionally been drunk, but denied that he has ever threatened or harmed anyone. He noted that there have never been any calls to the police or any reports of any incidents or threats.

The tenant claimed a monetary award said to be for the loss of quiet enjoyment and for the loss of some of his plants and the loss of some containers and implements that he used for gardening, said to have been thrown out by the landlord.

The tenant claimed that he has been intimidated and threatened by the landlord.

### Analysis

The landlord did not submit any documentary evidence to support the grounds alleged by the one month Notice to End Tenancy. All the documentary evidence provided was submitted by the tenant.

The landlord said that the tenant has been repeatedly late paying rent. This was denied by the tenant. The landlord did not submit documents to show when rent payments have been made. The landlord claimed that the tenant has engaged in illegal activity; he did not provide testimony or documentary evidence to support the allegations of illegal activity. The landlord said in the Notice to End Tenancy that the tenancy involved an employment relationship that has ended. The landlord has not supplied evidence to support this claim.

The landlord claimed that the tenant has damaged the landlord's property. He also said the tenant has jeopardized the health or safety or other lawful rights of the landlord. The tenant denied all of these claims. The landlord did not provide any photographs or other documentary evidence to support any of his allegations of damage or harm to the rental property.

It is apparent that the relationship between the landlord and the tenant has deteriorated and that there is strife and conflict between the parties, in part related to the tenant's unconventional lifestyle, but on the evidence presented by the landlord I do not find that there is sufficient evidence before me to establish that the landlord has grounds to end the tenancy for any of the reasons stated in the one month Notice to End Tenancy dated August 15, 2015. I order that the Notice to End Tenancy be, and is hereby cancelled and I direct that the tenancy continue until ended in accordance with the *Residential Tenancy Act*. I note that the landlord has also served the tenant with other notices alleging different grounds for ending the tenancy, unrelated to the Notice to End Tenancy for cause.

The tenant has claimed a monetary award for various amounts, but the tenant has not submitted any documentary or photographic evidence to support any of the monetary amounts claimed or to establish a value for the items said to have been disposed of. I find that there is insufficient evidence to support the tenant's claim for a monetary award and the claims are dismissed without leave to reapply.

### Conclusion

The tenant has been partially successful in this application and he is entitled to a monetary award in the amount of the filing fee paid for this application. I grant the tenant an order under section 67 in the amount of \$50.00. This order may be registered in the Small Claims Court and enforced as an order of that court. Instead of enforcing the order the tenant may deduct the sum of \$50.00 from a future instalment of rent due to the landlord.

This decision does not prevent the landlord from issuing another Notice to End Tenancy for cause or upon other grounds, if there are grounds to justify the issuance of a further Notice to End Tenancy.

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 30, 2015

---

Residential Tenancy Branch

