



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that on, or about, November 12, 2015 the Application for Dispute Resolution, the Notice of Hearing, and a copy of the One Month Notice to End Tenancy were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Should the Notice to End Tenancy, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Landlord stated that this tenancy began on November 15, 2015 and the Tenant stated that it began on October 02, 2015.

The Landlord and the Tenant agree that:

- the Tenant agreed to pay rent of \$450.00;
- the parties verbally agreed that the rent could be paid on the first or the second day of each month;
- the Tenant shares common areas of the residential complex with other occupants who are occupying the complex under separate tenancy agreements;
- on November 09, 2015 a One Month Notice to End Tenancy for Cause was personally served to the Tenant;

- the Notice to End Tenancy declared that the Tenant must vacate the rental unit by December 01, 2015;
- the reasons cited on the Notice to End Tenancy for ending the tenancy were that the Tenant has been repeatedly late paying her rent; 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; and that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; and
- the Tenant is still occupying the rental unit.

The Landlord stated that the Landlord wishes to end the tenancy, in part, because the Tenant did not pay rent when it was due in November or December of 2015. He stated that the Tenant paid \$200.00 in rent for November on November 02, 2015; the Tenant paid \$200.00 in rent for November on November 06, 2015 or November 07, 2015; the Tenant paid \$50.00 in rent for November on, or about, November 10, 2015; and the Tenant paid \$450.00 in rent for December on December 03, 2015.

The Tenant stated that she paid her rent for November, in full, on November 01, 2015 and that she paid her rent for December, in full, on December 01, 2015.

The Landlord stated that the Landlord wishes to end the tenancy, in part, because the Tenant has disturbed other occupants of the residential complex by slamming doors and having “emotional outbursts”. He stated that the Tenant has been advised on four or five occasions that she is disturbing the other occupants and that some of the occupants have vacated the rental unit as a result of the Tenant’s behaviour.

The Tenant stated that she does not believe she has disturbed other occupants of the residential complex; that she has never been advised that she has disturbed other occupants; and that nobody has moved out of the complex since she moved into her rental unit.

The Landlord stated that the Landlord wishes to end the tenancy, in part, because on two occasions the Tenant has threatened his mother, who is also a landlord, with a knife during a verbal argument. He was unable to provide details of the incidents, as he was not present on either occasion. The Tenant stated that she has argued with the Landlord’s mother but she has never threatened her with a knife nor was she holding a knife during these arguments.

Analysis

Section 47 of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy for a variety of reasons. When a tenant disputes a Notice to End Tenancy that is served pursuant to section 47 of the *Act*, the onus of proving there are grounds to end the tenancy rests with the landlord.

I find that the Landlord has failed to establish that the Tenant did not pay rent on time in November or December of 2015. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the Landlord's submission that rent was paid late for those months or that refutes the Tenant's submission that rent was paid on time.

I find that the Landlord has failed to establish that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord. In reaching this conclusion I was heavily influenced by the absence of evidence, such as testimony or a written statement from another occupant of the residential complex, which corroborates the Landlord's submission that the Tenant has disturbed other occupants or that refutes the Tenant's submission that she has not disturbed other occupants.

I find that the Landlord has failed to establish that the Tenant has significantly interfered with or unreasonably disturbed a landlord or that she has seriously jeopardized the health or safety or lawful interest of a landlord. In reaching this conclusion I was heavily influenced by the absence of evidence, such as testimony or a written statement from the Landlord's mother, which corroborates the Landlord's submission that the Tenant threatened his mother or that refutes the Tenant's submission that she has not threatened his mother.

As I have determined that the Landlord has submitted insufficient evidence to establish that there are grounds to end this tenancy pursuant to section 47 of the *Act*, I set aside the One Month Notice to End Tenancy, dated November 09, 2015, and I find that this tenancy shall continue until it is ended in accordance with the *Act*.

Conclusion

The One Month Notice to End Tenancy, dated November 09, 2015, has been 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: January 11, 2016

Residential Tenancy Branch

