



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENTS RENTALS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on February 01, 2012. The rental unit is located on the 4th floor of the apartment building. The landlord stated that on December 16, 2015, the tenant dropped a television set from his deck to the ground below. The television landed in the alley and fortunately no one was hurt and no property was damaged.

On December 18, 2015, the landlord served the tenant with a notice to end tenancy for cause with an effective date of January 31, 2016. The notice to end tenancy alleges that the tenant has seriously jeopardized the health or safety or lawful right of another occupant and has put the landlord's property at significant risk.

The tenant agreed that he had thrown the television set from his deck to the ground below and explained that the television was broken and that he needed to get it out of the building. He stated that he used to be a stuntman but was on disability due to a back injury. Since he was unable to carry the television down himself, he decided to toss it out onto the lawn below.

The tenant stated that he made sure that there was no one in the area before he threw the set down. The tenant also stated that because it was a wet day, the set slid down the grass and landed in the alley.

The tenant agreed that he had had a lapse in judgment and apologized for his actions. He also agreed to ensure that such incidents would not occur in the future. The landlord agreed that during the four years of tenancy, there had never been any incidents that warranted a notice to end tenancy. The landlord added that the tenant is respectful and that there have not been any problems with the tenant's behavior other than the incident on December 16, 2015.

Analysis

Based on all the evidence before me, I accept that the tenant behaved in an inappropriate manner on December 16, 2015. I also find that it appears that this incident was isolated and not an ongoing pattern of behaviour for this tenant. Both parties agreed that the tenant has not had any other negative interactions with the landlord or other occupants for the duration of the tenancy.

While I accept that the tenant behaved badly, I am not satisfied that the actions of the tenant justify bringing this tenancy to an end. I therefore allow the tenant's application and set aside the landlord's notice to end tenancy dated December 19, 2015. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to refrain from giving the landlord and other occupants of the residential complex, reason to complain. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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, 2016

