



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE V.E.L. HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated and received March 10, 2015.

The Notice claims that the tenant or a person permitted on the property by him has unreasonably disturbed or significantly interfered with another occupant or the landlord.

Both parties attended the hearing the landlord by its two representatives, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant has given cause for the ending of his tenancy?

Background and Evidence

The rental unit is a bachelor apartment in a 42 unit apartment building.

The tenancy started in May 2014. The current monthly rent is \$463.00, due on the first of each month. The landlord holds a \$225.00 security deposit.

The landlord's representative Mr. W. has been the building manager for about twelve years.

He adduces a letter sent to the tenant dated August 19, 2014 stating that complaints had been received about loud music coming from the tenant's rental unit. No complainants were named in the letter.

He next adduces a letter dated October 6, 2014 he sent to the tenant. It is entitled "Warning Notice." It states that the tenant in a named suite has complained about the tenant's placing a five dollar bill under her door and saying "something rude" to her. It appears there was an argument. The letter notes that the tenant has been observed in a drunken state. It directs him to stop "making harassment" to other tenants (English is not Mr. W.'s first language).

On being questioned by Mr. R. for the tenant, Mr. W. confirmed he had no personal knowledge of any of the incidents alleged.

Mr. T.P., the building caretaker, testifies that on February 28, 2016 he heard that the tenant confronted another tenant and her caregiver in the building lobby, with racial slurs. He went to the tenant's room and found him drunk. He called the police because he felt the caregiver was in jeopardy. It would appear the police told the tenant to stay in his room.

He says that the tenant did come out again. It would appear that the tenant himself called the police back to the apartment building.

He says that sometimes the tenant comes out of his apartment in his underwear.

As a result of the February 28 incident the Notice to End Tenancy was issued.

The tenant did not testify.

Analysis

The ending of a tenancy is a very serious matter. An arbitrator will be justified in scrutinizing evidence with greater care and consider the cogency of it if serious allegations are to be proved by it.

I have considered the conduct put forward by the landlord as grounds for eviction. The evidence does not prove on a balance of probabilities that another occupant or the landlord has been significantly interfered with or unreasonably disturbed.

Some of the conduct, particularly the incident on February 28, 2016 could reasonably be seen to be of a nature or type that could unreasonably disturb someone or cause a significant interference with their life.

However, to be successful in maintaining a Notice of this kind, it must be shown that another occupant or the landlord was significantly interfered with or unreasonably disturbed.

That evidence is absent here. No affected tenant gave evidence at the hearing. None filed an affidavit or even a signed statement. Neither were they subject to the very able questioning of the tenant's advocate.

Conclusion

The landlord has failed to adequately substantiate the grounds in the Notice and I cancel it.

This is not to be taken as authorization for the tenant to appear in the common areas of the building in a drunken state. It is apparent that is lack of restraint with alcohol is a problem. He should conduct himself accordingly.

This decision was given orally at the hearing and 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 01, 2016

Residential Tenancy Branch