



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 pursuant to the tenant's application to cancel a notice to end tenancy for cause. The tenant, an advocate for the tenant, the landlord and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy dated April 29, 2016 valid?

Background and Evidence

The tenant rents a basement suite in the landlord's house, and the landlord and his family reside in the upper portion of the house.

On May 4, 2016 the landlord served the tenant with a notice to end tenancy for cause. The notice indicates that the reasons for ending the tenancy are as follows: (1) the tenant is repeatedly late paying rent; (2) the tenant or a person permitted on the property by the tenant has (a) significantly interfered with or unreasonably disturbed another occupant or the landlord; and (b) put the landlord's property at significant risk; and (3) the tenant has caused extraordinary damage to the rental unit.

Landlord's Evidence

The landlord stated that the tenant is repeatedly late paying her rent.

The landlord stated that the tenant and her boyfriend are constantly verbally and physically fighting, and when they fight it goes on for a week. The landlord stated that on April 26, 2016 the landlord heard the tenant and her boyfriend fighting, and the next day the tenant told the landlord that someone had tried to break into her unit. The landlord stated that on April 28, 2016 they saw damage on the inside of the door, and no longer believed that someone tried to break into the unit. They believed that the damage must have been done by the tenant and her boyfriend.

The landlord also stated that the tenant brought a cat into the rental unit, even though there are no pets allowed and they told the tenant that they are allergic to cats.

Tenant's Response

The tenant stated that she was only late with rent twice.

The tenant acknowledged that she does fight with her boyfriend, but it does not go on for weeks at a time and there is no banging or smashing. The tenant stated that she cannot make much noise because it would wake her one-year-old child. The tenant stated that when she came home on April 27, 2016 her door was off its hinges because someone tried to break in. The tenant stated that the landlord's wife heard a noise at 10:30 a.m. on that day, and it could not have been the tenant's boyfriend because he was at work.

The tenant stated that she told the landlord's daughter that she only had the cat for one day, and that issue is not alleged in the notice as a reason for ending the tenancy.

The tenant submitted that the landlord provided no pictures of damage or other documentary evidence to support their allegations.

Analysis

I find that the notice to end tenancy for cause dated April 29, 2016 is not valid. The landlord has failed to provide sufficient evidence, such as photographs, witness statements or witness testimony, to support the alleged causes for ending the tenancy. The landlord's evidence lacks specificity and is to some degree based on mere speculation. I therefore cancel the notice to end tenancy.

The tenant acknowledged that fights take place between her and her boyfriend. I caution the tenant that such ongoing behaviour may form grounds to end her tenancy in the future.

Conclusion

I cancel the notice to end tenancy for cause dated April 29, 2016, with the effect that the tenancy continues until such time as it ends in accordance with the Act.

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: June 14, 2016

Residential Tenancy Branch