



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LIVINGSTON RV PARK
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF, MT, OLC

Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a One Month Notice to End Tenancy for Cause, a request to have more time to file an application, an order to have the landlord comply with the Act and the recovery of the filing fee for this application. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. Neither party provided any documentary evidence for this hearing.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The landlord gave the following testimony. The landlord issued a One Month Notice to End Tenancy for Cause on April 22, 2016 with an effective date of May 31, 2016. The landlord issued the notice on the following grounds:

- The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
- The tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- The tenant has engaged in illegal activity that has or is likely to damage the landlords' property.

The landlord stated that the tenant had damaged the driveway by tearing up a long strip of roadway without his permission. The landlord stated that he received many text message complaints from other tenants that the subject tenant was cutting the grass after 7:00 p.m., hammering nails on his roof late at night, and constantly having arguments with his girlfriend at all hours of the day and night. The landlord stated that the tenant has been a problem since moving into the park and requests an order of possession.

The tenant testified to the following. The tenant stated that the landlord is not being truthful in his testimony and that none of the issues are as severe as he makes out. The tenant stated that the roadway has been returned to the landlords' satisfaction. The tenant stated that he does many repairs and maintenance in the park for the benefit of the community and at the landlords' request. The tenant stated that he wished to stay in the park.

Analysis

The landlord stated that he made two phone calls to the Branch to obtain information and each time he was told he was not required to submit any documentary evidence by an information officer. Section 47 of the Act says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause.

I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to when the Notice was issued nor the basis for its issuance. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice.

Based on the insufficient evidence before me and the parties unable to agree as to the issuance date or substance of the notice; I hereby set aside any notices issued up to the date the tenant filed for dispute resolution; May 6, 2016. The landlords' request for an order of possession is denied.

In regards to the tenants request seeking more time to file an application; I dismiss that portion as the tenants' application as he has not provided sufficient evidence to illustrate the need for an extension due to the discrepancy of the date of issuance of the notice.

In regards to the tenants request to have the landlord comply with the Act, the tenant did not provide sufficient evidence as to what he was seeking and I therefore dismiss that portion of his application.

As the tenant has not been completely successful in his application, he must bear the cost of the filing fee.

Conclusion

The tenancy continues on the original terms and conditions as agreed upon.

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 13, 2016

Residential Tenancy Branch