



# Residential Tenancy Branch

RTB-136

## DECISION

Dispute Codes

CNC

### Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord did not submit any documentation for this hearing. Both parties gave affirmed testimony.

### Issues to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on or about August 1, 2015. Rent in the amount of \$700.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$350.00. The landlord stated that the tenant is often "overly drunk" and that he is difficult to deal with. The landlord stated that the tenant has blamed them for stealing his items from his home on numerous occasions. The landlord stated that they are fearful in dealing with the tenant as when he drinks he becomes abusive and aggressive.

The landlord stated that the tenant urinated all over the carpets in the suite and that the smell is unbearable. The landlord stated that they have had the carpets shampooed but the smell still emanates up into their portion of the home. The landlord stated that due to the unfounded allegations, the tenants drinking and urinating on the carpets they issued a One Month Notice to End Tenancy for Cause on May 31, 2016 with an effective date of June 30, 2016. The landlord issued the notice on the following two grounds:

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**Residential Tenancy Branch**

#RTB-136 (2014/12)



**Title**

- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
- Tenant has caused extraordinary damage to the unit/ site or property/park.

The agent for the tenant gave the following submissions. The agent submits that the landlord has not provided any documentary evidence to show that the tenant was given any warning letters about his behaviour or notice to rectify his behaviour. The agent stated that the landlord did not provide any documentary evidence to support their claim of extraordinary damage, i.e. photos or invoices of costs incurred. The agent stated that the landlord has not met the burden as per Section 47 of the Act and that the notice should be set aside and the tenancy continue.

**Analysis**

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord made allegations of the tenants' behaviour that was denied by the tenants' agent. I agree with the tenants' agent that the landlord did not provide any documentation to support the grounds to which the notice was issued. Based on the insufficient evidence before me, the disputing evidence of the tenant and their agent, and on a balance of probabilities, I hereby set aside the notice to end tenancy.

**Conclusion**

The One Month Notice to End Tenancy for Cause dated May 31, 2016 with an effective date of June 30, 2016 is set aside. It is of no effect or force. The tenancy continues.

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: July 11, 2016

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Residential Tenancy Branch

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