



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Meicor Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant; his witness; and two agents for the landlord.

I note that Section 55 of the *Residential Tenancy Act (Act)* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 67, and 72 of the *Act*.

Should the tenant be unsuccessful in seeking to cancel the 1 Month Notice to End Tenancy for Cause it must also be decided if the landlord is entitled to an order of possession pursuant to Section 55(1) of the *Act*.

Background and Evidence

The parties agreed the tenancy began on June 1, 2012 as a month to month tenancy for the monthly rent of \$874.00 due on the 1st of each month with a security deposit of \$415.00 paid.

Both parties submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause issued by the landlord on June 24, 2016 with an effective vacancy date of July 31, 2016 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord submitted that they have received complaints from a number of occupants in the residential property who have complained about the tenant over the course of the tenancy. The complaints include complaints of excessive noise such as yelling across the parking lot from his balcony; attempts to enter other rental units; and general noise.

In support of this assertion the landlord has submitted into evidence warnings provided to the tenant on August 24, 2015; May 12, 2016; and May 20, 2016. In each of these warnings the tenant is cautioned about noise complaints. In the May 20, 2016 warning the landlord indicates that this will be their last warning.

Both parties submitted a substantial amount of verbal testimony regarding events that have occurred after June 24, 2016 – the date that the 1 Month Notice to End Tenancy for Cause was issued, including a barbecue held in July 2016 and an RCMP involved incident that occurred on July 27, 2016.

The landlord submitted that she did not provide copies of any written complaints and no witnesses from the residential property attended the hearing on behalf of the landlord. The landlord submitted the other occupants are afraid to speak against the tenant because they are afraid of repercussions.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

In the case before me, the burden rests with the landlord to provide sufficient evidence to establish cause to end the tenancy. I find that while the landlord has provided copies of warnings to the tenant for potential instances prior to the issuance of the 1 Month Notice when the tenant may have caused disturbances the landlord has not provided any records of the incidents themselves such as complaints from any tenants.

I find also that the landlord's submission of additional warnings and testimony regarding events that have occurred after the 1 Month Notice to End Tenancy was issued are not relevant to the subject notice.

While I accept that both agents for the landlord provided testimony that they had experienced disturbances from the tenant during this tenancy I note that neither agent could provide specific dates or incidents to sufficiently substantiate cause to end the tenancy at this time.

However, I caution the tenant that since the Notice was issued additional events *may* be considered by the landlord to issue a new Notice for cause in the future.

Conclusion

Based on the above, I cancel the 1 Month Notice to End Tenancy for Cause issued by the landlord on June 24, 2016 and order the tenancy remains in full force and effect.

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$100.00** comprised of the fee paid by the tenant for this application. I order the tenant may deduct this amount from a future rent payment pursuant to Section 72(2)(a).

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: August 22, 2016

Residential Tenancy Branch