



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      CNC OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 1 Month Notice to End Tenancy For Cause, pursuant to section 47
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions.

The tenant's application was filed within the time period required under the Act.

### Issues

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Should the landlord be ordered to comply with the Act, Regulation or Tenancy Agreement?

### Background and Evidence

The rental unit is a 2 bedroom apartment. The tenancy began approximately 4 years ago with a current monthly rent of \$820.00 payable on the 1<sup>st</sup> day of each month. The tenants paid a security deposit of \$400.00 at the start of the tenancy.

The landlord served the tenants with the 1 Month Notice on July 31, 2016 indicating the tenants have significantly interfered with or unreasonable disturbed another occupant or

the landlord and adversely affected the quiet enjoyment of another occupant or the landlord.

The landlord did not submit any evidence package in support of the reasons indicated on the 1 Month Notice. The landlord did not call into the conference call until 10 minutes after the scheduled time. The landlord's speech was slurred and he sounded intoxicated. The landlord testified that the tenants were causing many problems such as speaking loudly and arguing with both the landlord and the building manager. The landlord also accused one of the tenants of constantly drinking.

Tenant J.D. testified that the landlord has tried on many occasions to illegally increase the rent and only served the Notice to End Tenancy after the tenants would not agree to the rent increase. The tenant states that it is the landlord who is constantly drinking not the tenants.

### Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Pursuant to section 47(4) of the Act, a tenant may dispute a 1 Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 1 Month Notice.

I find that the landlord did not provide sufficient evidence to justify that he had cause to issue the 1 Month Notice. The only evidence provided by the landlord was his testimony that the tenants speak loudly and argue with the landlord and the building manager. The landlord provided no evidence in support of this allegation and provided no basis for how this constituted significant interference, unreasonable disturbance or adversely affected the quiet enjoyment of another occupant or the landlord.

I allow the tenant's application to cancel the landlord's 1 Month Notice, dated July 31, 2016.

Further, I order the landlord to comply with the Act, Regulation or Tenancy Agreement, specifically the rent increase provisions of sections 42 and 43 of the Act.

### Conclusion

I allow the tenant's application to cancel the landlord's 1 Month Notice, dated July 31, 2016, which is hereby cancelled and of no force or effect. This tenancy continues until it is ended 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: October 07, 2016

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Residential Tenancy Branch