



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on October 5, 2016 (the "Application"). The Tenant applied for an order cancelling a 1 Month Notice to End Tenancy for Cause, dated September 30, 2016 (the "1 Month Notice").

The Tenant attended the hearing on her own behalf. The Landlord also attended the hearing but acknowledged he was representing the interests of the owner of the property, R.C., as her agent. R.C. was also in attendance. All parties giving evidence provided a solemn affirmation.

The Tenant confirmed her Application package was served on the Landlord by registered mail. The Landlord acknowledged receipt on October 6, 2016. The Landlord testified his documentary evidence was served on the Tenant by registered mail. The Tenant acknowledged receipt on October 8, 2016. No further issues were raised with respect to service or receipt of evidence.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Issue to be Decided

Is the Tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

Although there is no written tenancy agreement between them, the parties agreed the Tenant moved into her rental unit in 2004. Currently, rent in the amount of \$1,131.00 per month is due on the first day of each month.

The Landlord provided oral testimony in support of the 1 Month Notice, which was served on the Tenant on September 30, 2016. The Tenant's Application confirms the 1 Month Notice was received on that date.

The Landlord testified that the tenancy has a "fairly colourful" history that involved numerous discussions and disputes between R.C. and either the Tenant or her son. First, the Landlord referred to an incident during a condition inspection on August 18, 2015. Present at the inspection were the Tenant, her son, a neighbour who attended as a witness, and others. The Landlord testified that the "environment became fairly hostile", and that the Tenant's son became belligerent.

In reply, the Tenant testified that she contacted the Residential Tenancy Branch and was advised she could have a witness present during the condition inspection. However, she stated the Landlord told her son and neighbour, T.M., to leave during the inspection. In support, the Tenant submitted a copy of an email from T.M. The email, dated September 12, 2016, stated that the Landlord "told me to get out I was not allowed to be there...then told [the Tenant's son] to get out he was not on the lease." According to the Tenant, the inspection otherwise proceeded without incident.

Second, the Landlord related an incident that took place on or about September 28, 2016, during which R.C. asked the Tenant's son for advice about removing paint. The Tenant's son allegedly responded by telling R.C. to ask the Landlord. The Landlord claimed the Tenant's son is a painter and suggested he should have responded differently. This incident was provided as an example of the attitude displayed consistently by the Tenant's son.

In reply, the Tenant stated her son told R.C. to ask the Landlord because he did not see it as his job. The Tenant submitted a statement from her son, dated October 1, 2016, in which he states that R.C. called him a "prick" and told him to "piss off".

Third, the Landlord advised the Tenant has taken numerous pictures of the R.C. throughout the tenancy.

In reply, the Tenant testified she has not taken pictures of the R.C. since 2011, which were in relation to another matter. The Tenant did submit various pictures of the property with her Application, but none that depicted R.C.

Fourth, the Landlord testified there have been a number of other issues throughout the tenancy. The Landlord referred me to a number of pieces of correspondence dated between July 8, 2011 and June 6, 2013. These letters raise issues including the smell of cat urine in the Tenant's rental unit; parking; how rent was to be paid; a proposed rent increase; flooding in the carport; storage of personal belongings on the property; responsibility for gardening; and cleanup of dog feces. The Landlord also provided oral testimony regarding an incident when R.C. asked the Tenant's son not to dispose of cigarette butts on the property out of concern about the potential for fire. The Landlord pointed to these as examples of what it has been like for R.C. to deal with the Tenant.

In reply, the Tenant stated that many of these issues have been dealt with between the parties or at arbitration, noting the most recent piece of correspondence is dated in 2013.

Finally, the Landlord testified that any requests made by R.C. or the Landlord are met with either "disdain or silence". The Landlord stated his goal in making requests is not to interfere with the Tenants but to manage the property on behalf of R.C.

In reply, the Tenant testified that her relationship with R.C. was good until 2013, but that is subsequently deteriorated. Nevertheless, she wants to stay in the rental unit as she cannot afford to live elsewhere.

Analysis

In light of the oral and documentary evidence submitted by the parties, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a landlord to end a tenancy for cause for the reasons listed therein. In this case, the Landlord wished to end the tenancy on the bases that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord, and has not done required repairs of damage to the rental unit. Accordingly, the Landlord issued the 1 Month Notice, which I find was served on the Tenant on September 30, 2016.

The Landlord provided oral testimony and documentary evidence that described a number of incidents throughout the tenancy. However, while the Landlord or R.C. may

have found the Tenant or her son to have been discourteous or difficult to deal with at various times during the tenancy, I find there is insufficient evidence to conclude, on a balance of probabilities, that the Tenant or a person permitted on the property by the Tenant has *significantly* interfered with or *unreasonably* disturbed other tenants or the Landlord. The behaviours relied upon by the Landlord are more in the nature of an inconvenience or personality conflict between the parties, and are not sufficient to end the tenancy.

The Landlord did not direct me to any evidence concerning the Tenant's obligation to perform required repairs of damage to the rental unit, as indicated on the 1 Month Notice.

In light of the above, I order that the 1 Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

Conclusion

I order that the 1 Month Notice is cancelled. The tenancy will continue until otherwise 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: November 25, 2016

Residential Tenancy Branch