



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant for a cancellation of a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the “Act”).

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started in April 2014. Rent of \$650.00 is payable on the first day of each month. On March 16, 2017 the Landlord served the Tenant with a two month notice to end tenancy for cause (the “Notice”). The Notice contains two reasons for its issuance: significant interference or unreasonable disturbance of another tenant or the landlord and false information provided to a prospective tenant.

The Landlord states that he has no evidence that the Tenant gave false information to a prospective tenant. The Landlord states that the Tenant has been harassing other tenants for a long period of time but that the Landlord has not done anything until now. The Landlord states that he does not maintain a log of complaints from tenants.

The Landlord provides three letters from other tenants. One letter is dated January 2016. The Landlord states that the other two letters dated March 24, 2017, unsigned, were only received on those dates and are in relation to complaints made after the Notice was issued. The Landlord was not able to fully read one of those letters that indicates that the Tenant has told the author of that letter that others are complaining about the author and that the Tenant has been putting notes on her door and car. The Landlord identified the authors of both the letters.

The Landlord states that in the past 6 months he had received three verbal complaints from other tenants. The Landlord states that he has no specifics about these complaints just that the tenants are upset about notes on their vehicles.

The Tenant disputes the Landlord's evidence and states that one or all of the written letters are not authored by the persons the Landlord ascribes them to.

Analysis

Section 47(1) provides that a landlord may end a tenancy by giving notice to end the tenancy if, inter alia,:

- 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; or
- the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property.

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice. Ending a tenancy is a serious matter and a landlord requires sufficient evidence to support the reasons for issuing a notice to end tenancy. Although the Landlord states that the Tenant has been causing problems for a long

period of time the evidence is that the Landlord did nothing until now. This indicates that any long term problems were not significant. The only other more recent evidence of events that occurred prior to the issuance of the Notice is vague and limited to three verbal complaints over a 6 month period about notes on cars and doors. The two letters dated March 24, 2017 are not relevant to whether the Notice is valid as the Notice was issued prior to these complaints which I note do not appear to suggest anything more than annoyance. The Landlord provided no evidence to support that the Tenant gave any false evidence to any prospective tenant viewing the property.

For these reasons I find that the Landlord has failed to provide sufficient evidence to support the basis for ending the tenancy. As such I find that the Tenant is entitled to a cancellation of the Notice and the tenancy continues.

Conclusion

The Notice is cancelled and of no effect.

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: April 24, 2017

Residential Tenancy Branch