



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rivers Inlet Enterprises Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC; FF; O

Introduction

This is the Tenants' Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause issued March 6, 2017 (the "Notice"); other unspecified orders; and to recover the cost of the filing fee from the Landlords.

The parties gave affirmed testimony at the Hearing.

The Landlord AA acknowledged receipt of the Notice of Hearing documents, which were left in her mail box on or about March 10, 2017.

The Tenants provided a copy of the Notice in evidence. No other documentary evidence was provided by either party.

Issue(s) to be Decided

Is the Notice a valid notice to end the tenancy?

Background and Evidence

The parties agreed on the following facts:

- This tenancy began on March 1, 2016.
- Monthly rent is currently \$1,000.00, due on the first day of each month.
- The Tenants paid a security deposit in the amount of \$475.00

The Landlord AA gave the following testimony:

AA testified that the Tenant DB is “throwing parties until 2 or 3 in the morning” and that it is disturbing other tenants in the rental property. She stated that she has given the Tenant DB three warning notices:

1. Written notice on November 16, 2016, after she received a voice mail from another tenant in the building;
2. Written notice on January 10, 2017, after she received a voice mail from another tenant in the building about a party that was held on December 31, 2016; and
3. On March 2, 2017, after receiving another voice mail from another tenant, she spoke to the Tenant DB.

AA stated that she spoke to the Tenant DB and that he had told her that he would be quiet, but she keeps getting complaints from other tenants. AA testified that the rental property is a “seniors building”.

AA stated that other tenants have moved out because of the Tenant DB’s noise.

The Tenants gave the following testimony:

The Tenants deny having any parties and stated that the Tenant DB sometimes has guests over, but that they do not make undue noise. He stated that the rental property is an older building and is not adequately sound proofed.

DB submitted that the real reason the Landlords want to evict him is because he has a service dog. He stated that he has the necessary “card” and “doctor’s note” with respect to the dog, which he requires for medical purposes.

DB acknowledged receiving a written warning on November 16, 2016, but stated that he did not receive any of the other warnings that AA referred to. He stated that the Landlord AA gave him the warning notice in November because that is when she first saw his service dog.

DB challenged the Landlords’ statement that other occupants had moved out of the rental property.

Analysis

When a tenant seeks to cancel a notice to end tenancy, it is the landlord's responsibility to provide sufficient evidence that the tenancy should end for the reasons provided on the notice.

In this case, the Notice provides the following reason for ending the tenancy:

Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Tenants denied causing unreasonable disturbance and I find that the Landlords did not provide sufficient evidence to support the Notice. Such evidence might include copies of the written warnings provided to the Tenant DB; written statements from the occupants who were disturbed or who moved because of the Tenant DB's behaviour; or oral testimony from such witnesses.

For the reasons stated above, **I grant the Tenants' Application.** The Tenants' Application had merit and I find that they are entitled to recover the cost of the \$100.00 filing fee from the Landlords. Pursuant to the provisions of Section 71 of the Act, the Tenants may deduct **\$100.00** from future rent due to the Landlords.

Conclusion

The One Month Notice to End Tenancy for Cause issued March 6, 2017, is cancelled. The tenancy will continued until it is ended in accordance with the provisions of the Act.

The Tenants may deduct \$100.00 from future rent due to the Landlord, in recovery of the cost of the filing fee.

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 04, 2017

Residential Tenancy Branch