



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to be allowed more time to make an application to cancel a notice to end tenancy and to cancel 1 Month Notice to End Tenancy for Cause, (the “Notice”) issued on March 15, 2017.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The tenant has applied for more time to be allowed to file an application to dispute the Notice; however, the tenant did apply within the statutory timeframe. Therefore, I need not to consider this portion of the application.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenancy began on June 15, 2014. Rent in the amount of \$316.00 was payable on the first of each month.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on April 15, 2017.

The reason stated in the Notice was that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and

The landlord testified that they received two written complaints from two occupants that the tenant is partying late into the nights on several occasions. The landlord stated that the occupants did not provide any specific dates or times. Filed in evidence are two letters one written on March 4, 2017 and the other March 31, 2017, after the notice was issued.

The landlord testified that they spoke to the tenant approximately four months earlier about noise complaints; however, they have not provided any written warnings.

The tenant testified that they deny that they have caused any unreasonable noise disturbances. The tenant stated that they have not been spoken to by the landlord, except onetime when they sat and had a drink.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has not provided sufficient evidence to show that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord

While I accept the landlord has filed two letters of complaints which I have reviewed. However, the complaints do not provide any specific details, such as dates, or times. The occupants did not contact the landlord at any time when these disturbances were occurring, which would have been reasonable as the landlord lives in the complex.

Further, the landlord has an obligation to investigate the credibility of the complaints. The occupants did not attend the hearing to provide testimony. The tenant denies that they unreasonably disturbed any other occupants.

Ending a tenancy is a serious matter, I find without further evidence from the landlord, such as providing specific detail of incidents that have unreasonably disturbed other occupants that they have failed to meet the burden of proof. I find the evidence does not support the Notice was issued for the reasons stated. Therefore, I grant the tenant's application to cancel the Notice, issued on March 15, 2017. The tenancy will continue until legally ended.

At the conclusion of the hearing the parties were informed of my decision, as the tenant only paid prorated rent for April 2017; the tenant must pay the balance of unpaid rent in the amount of \$159.00, forthwith. Should the tenant fail to pay the balance of rent as directed, the landlord may issue a notice to end tenancy for unpaid rent.

### Conclusion

The tenant's application to cancel the Notice issued on March 15, 2017, is granted. The tenancy will legally continue until legally ended in accordance with the Act. The tenant is directed to pay the balance of rent owed forthwith.

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 26, 2017

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Residential Tenancy Branch