



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MCARTHUR VILLA APARTMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the "Act"), to cancel One Month Notice to End Tenancy for Cause, (the "Notice") issued on March 27, 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.

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.

The advocate stated that the tenant did receive the landlord's evidence; however, the tenant did not bring the evidence to them to review. The advocate acknowledges proper service.

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 February 28, 2017. Rent in the amount of \$725.00 was payable on the first of each month. The tenant paid a security deposit of \$362.50.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on April 30, 2017.

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

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

- seriously jeopardized the health and safety or lawful right of another occupant or the landlord; and
- put the landlord's property at significant risk.

The landlord testified that since the tenancy started there have been ongoing concerns with the tenant's behaviour. The tenant has been reported pounding on doors of other occupants, which has been seen on several occasions on their video cameras.

The landlord testified that on one occasion they were informed that the tenant reached in to strike another occupant; however, they are not present to provide evidence.

The landlord testified that on March 1, 2017, they were informed that the tenant approached another occupant for the purposes of selling drugs. The landlord stated that this occupant has vacated the property because of this incident. The landlord stated that they have no evidence to support this.

The landlord testified that an occupant informed them that the tenant "flashed" a teenage boy by exposing their private body parts. The landlord stated that this behaviour caused significant stress on the child.

The landlord testified that an occupant informed them that the tenant solicited a date "for a price".

The landlord testified that the tenant opened the door and walked into another occupant's apartment, causing the occupant to be fearful.

PT witness for the landlord testified that they were outside with their grandson and daughter when the tenant came out of the building wearing inappropriate clothing. PT stated that their grandson could see underneath the tenant's dress seeing their private body parts.

PT confirmed that this was not done intentionally; however, this had an impact on the child. PT stated that the tenant contacted them and said, "you stabbed me in the back and I never flashed the boy". Filed in evidence in support is a letter from KT, the daughter of PT.

CC witness for the landlord testified that the tenant solicited a date; however, they are married with children and it was inappropriate. CC confirmed after being questioned by the landlord that the tenant did not solicit any money in exchange for a date.

CS witness for landlord testified that in late March 2017, the tenant came to their door asking for "Brian". CS stated that they informed the tenant that no one by that name was residing there and the tenant left.

CS testified that the tenant returned a couple of hours later and when they answered the door the tenant just walked in looking for “Brian”. CS stated that the tenant did not appear to be on drugs and it could have been a health issue. CS stated that this was a onetime occurrence; however, they now feel uncomfortable and their door is now kept locked.

Filed in evidence is a letter from, BS, which in part reads,

“I was trying to be a good nabour being nice but it went to the point that I was getting knocking on my door at all times of the night not once but servel times at night. I am in bed early and up at 5am everyday and I will not take much more ....”

[Reproduced as written]

The tenant testified that they did not flash the teenage boy. The tenant stated that they were wearing a dress and they were at the top of the stairs when the boy looked up their dress. The tenant stated that they did nothing wrong.

The advocate stated that these are all trumped up allegations. The advocate stated that there is no evidence that that supports the reasons stated in the Notice.

### Analysis

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

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;
- seriously jeopardized the health and safety or lawful right of another occupant or the landlord; and
- Put the landlord's property at significant risk.

The landlord and the landlord's witness PT provided conflicting evidence. The landlord alleged that the tenant purposely flash a young male with their body parts; however, PT, testified that the tenant was wearing inappropriate clothing and the child could see underneath the tenant's dress. I find the tenant PT and PK may have misled the landlord as the tenant had no intention of exposing their body parts to the young male.

The landlord and the landlord's witness CC provided conflicting evidence. The landlord alleged the tenant solicited “for a price” a date with the occupant CC; however, CC, testified that they did tell the landlord that the tenant solicited them for a date; however, there was no request for money. I find that CC may have misled the landlord as solicitation has a different meaning than asking someone on a simple date.

I accept the evidence of the witness CS, that the tenant attended their rental unit looking for “Brian” and later entered looking for the same person. I accept this was not appropriate and

may have made CS to feel uncomfortable; however, there were no threats or acts of violence and it appeared the tenant was easily escorted out by CS.

Further, this was a onetime incident that occurred more likely than not due to health concerns as the evidence supports that the tenant was confused. There have been no further issues between the tenant and CS. While I find this behaviour to be troublesome, I do not find this onetime incident significant enough to end the tenancy.

However, the tenant is cautioned that this is not appropriate and should incidents like this be repeated in the future, it may give cause for the landlord to end the tenancy.

Further, there was some evidence of the tenant knocking on the doors of other occupants; however, no specific dates or times were provided. There was no evidence that BS informed the tenant that the contact was not welcomed. I find there was not sufficient evidence to support that this significantly interfered or unreasonable disturbed another occupant.

Furthermore, I find there was no evidence that the tenant has seriously jeopardized the health and safety or lawful right of another occupant or the landlord or put the landlord's property at significant risk.

In light of the above, I find the evidence does not support that the Notice was issued for the reasons stated. The tenancy will continue until legally ended in accordance with the Act.

### Conclusion

The tenant's application to cancel the Notice, issued on March 27, 2017, is granted. The tenancy will continue until legally 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: May 12, 2017

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Residential Tenancy Branch