



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TELFORD PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC OPC ERP OLC FF

Introduction:

Only the tenant/applicant attended the hearing and gave sworn testimony. I find that the Notice to End a Residential Tenancy dated April 15, 2017 to be effective May 31, 2017 was served by posting it on the tenant's door. The tenant said they served their Application dated April 26, 2017 by registered mail on the landlord (number provided) and they know the landlord received it. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The tenant applies to cancel a Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act) and to stop the caretaker's harassment of her and her family. She also applies to have repairs done to the unit and treatment for an infestation of roaches.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Only the tenant attended the hearing although the landlord was served the Application/Notice of Hearing. The tenant's agent was given opportunity to be heard, to provide evidence and to make submissions. The evidence is the tenancy began on January 1, 2017 on a fixed term one year lease, rent is \$1200 a month and a security deposit of \$600 was paid. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- The tenant or a person permitted on the property by them has significantly interfered with or unreasonably disturbed another occupant or the landlord, has put the landlord's property at significant risk and jeopardized the health, safety, welfare or rights of other occupants or the landlord.

The tenant said much of the landlord's evidence concerns a dog. He said they have no dog. He said this company has a very poor reputation for bullying tenants and they have been suffering from this too. He said the caretaker bullies his Mom who is elderly and in poor health. He, as agent, is the son and recounted how he came to visit his mother one day with his girlfriend. The caretaker was on a balcony drinking beer and yelled at him. Then he blocked the son's access to the stairs and asked if he had a dog in his bag. The son had to call the Police to control the caretaker's behaviour. Then he

said the section 47 Notice to End Tenancy was posted on his mother's door the next day.

He said that when the caretaker got a copy of their Application to dispute the Notice, he ran into the laundry room where his mother was working and told her to "Get the f.... out of there" and was abusive. The Police were called. Then the caretaker stopped his mother on the street and told her that her son was not allowed to come to the building. The tenant requests that the caretaker be ordered to cease threatening her and obey the Act and allow free access to her family and guests.

The tenant also requests repairs to be done and a roach infestation be treated. She has not given any written notification to the landlord to do necessary repairs or treat the roaches.

Analysis:

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The *Residential Tenancy Act* permits a tenant to apply to have the Notice set aside where they dispute it. I find the onus of proof is on the landlord to prove on a balance of probabilities that they have good cause to end the tenancy. I find the landlord's documentary evidence does not satisfy the onus. I find the tenant's evidence credible that they do not have a dog and are not threatening to the landlord. I find insufficient evidence to support the Notice to End Tenancy and the landlord did not attend to provide further evidence. I set aside the Notice to End Tenancy dated April 15, 2017 to be effective May 31, 2017. The tenancy is reinstated and continues.

I find the tenant's evidence credible that the caretaker is behaving in an inappropriate way to her, using threats and abusive language and denying her family entry to visit her.

Regarding the repairs requested, as explained to the tenant in the hearing, the tenant must provide a list to the landlord of the required repairs and give them a reasonable time to complete them. If they are not completed, then the tenant may make a further application to obtain orders to repair and to claim any damages or rent rebates to which they feel entitled. They claimed no monetary amount on this Application,

Conclusion:

The Notice to End Tenancy dated April 15, 2017 to be effective May 31, 2017 is hereby set aside and cancelled. The tenancy is reinstated and continues. I find the tenant is entitled to recover her filing fee.

I dismiss the tenant's Application for repair and damages and give them leave to reapply.

I HEREBY ORDER THAT THE TENANT MAY RECOVER HER FILING FEE BY DEDUCTING \$100 FROM HER RENT.

**I HEREBY ORDER THE CARETAKER OF THE LANDLORD TO CEASE
THREATENING AND HARASSING BEHAVIOUR TO THE TENANT, TO PROTECT
HER PEACEFUL ENJOYMENT AS REQUIRED BY SECTION 28 OF THE ACT AND
TO ALLOW HER FAMILY FREE ACCESS TO VISIT HER AS REQUIRED BY
SECTION 30 OF 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: June 07, 2017

Residential Tenancy Branch