



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes FF OPC

Introduction

This review hearing was convened in response to a review consideration decision granted pursuant to section 79 of the *Act*.

A May 10, 2017 Review Consideration Decision determined that the tenant was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the tenant's control. The arbitrator in the May 10, 2017 decision determined that insufficient evidence existed demonstrating that the tenant was served with any notices to end tenancy or applications for dispute resolution.

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* ("the *Act*") for orders as follows:

- an Order of Possession based on a 1 Month Notice to End Tenancy given for Cause ("1 Month Notice") pursuant to section 47 *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both the tenant and the landlord appeared at the hearing. The landlord was represented by his property caretaker, T.L. (the "landlord"). All parties present were given a full opportunity to be heard, to present their sworn testimony and to make submissions evidence under oath.

The tenant explained that she has never received any evidence from the landlord, or any notices to end tenancy. The landlord disputed this fact and explained that on March 21, 2017, he along with witness, M.M., hand delivered a copy of the 1 Month Notice to End Tenancy to the tenant. He also explained that he sent a copy of the 1 Month Notice to the tenant by Canada Post Registered Mail. No tracking number was provided to the hearing and the tenant disputed ever receiving any documentation from the landlord in any form.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

Is the landlord entitled to a return of the filing fee?

Background and Evidence

The tenant explained that this tenancy began on October 1, 2015. Rent is \$995.00 per month, and the tenant pays \$30.00 per month for parking. A security deposit of \$500.00 continues to be held by the landlord.

The landlord stated that he sought an Order of Possession based on a 1 Month Notice for Cause served to the tenant. The reason cited on this 1 Month Notice is stated as:

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

During the course of the hearing the landlord testified that two of the building's other tenants have been harassed by the tenant. The landlord was not able to supply any details surrounding the incidents, nor was he able to report an exact date when these incidents occurred. In addition to the two events concerning the other residents of the building, the landlord explained that the tenant had a confrontation with the building's janitor. No dates or specific details were provided to the hearing by the landlord concerning this matter.

As part of his evidentiary package provided to the original hearing of April 11, 2017, the landlord supplied two letters from tenants describing incidents that are purported to have occurred between themselves and the tenant. These letters are dated January 6, 2017 and February 24, 2017.

The letter from January 6, 2017 notes, "Unacceptable behaviour with the tenant living in XYZ." This letter goes on to describe, "Unfounded accusations regarding other tenants" as well as an incident "in the beginning of February she knocked loudly on my door until I answered it."

The letter dated February 24, 2017 says the tenant, "Has repeatedly and loudly...made very specific and false accusations regarding us and other tenants in the building."

The tenant has denied any and all conflicts with any other residents or the landlord. The tenant explained that the letter dated February 24, 2017 was confusing to her as she enjoys a good relationship with the person who is named as having written it. The tenant questioned the authenticity of these letters and that she had spoken with other residents from the building who confirmed to have been approached (and chose to decline) by the landlord to write letters of complaint against the tenant. As part of the tenant's evidentiary package, the tenant produced text messages of her correspondence with the landlord. These texts demonstrate a relationship between the tenant and that landlord that has become fractured; however, they do not provide evidence of any specific incidents or complaints that the tenant has raised against any other of the building's residents in the time frames mentioned by the letters entered into evidence by the landlord.

Analysis

Having issued a notice to end this tenancy, the landlord has the burden of proving he has cause to end the tenancy. The landlord is seeking an Order of Possession based on a 1 Month Notice served on the tenant for Cause. The reason cited on the notice served on the tenant states, the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

I am not satisfied that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord has failed to provide any details concerning any events that have occurred between the tenant and any occupants or the landlord. The landlord referred to two letters that were submitted into evidence as proof of the tenant's aggravating behaviour. I find that these letters lack detail, are contradictory and fail to cite any manner in which the tenant is significantly interfering with any person. An example of this is the letter dated January 6, 2017 which describes an event in February. It is unclear what year the person is referring to. Furthermore, the letters describe conversations, hearsay and second hand accounts of things that the tenant is purported to have said.

Other than the two letters submitted into evidence, the landlord was unable to provide further details about any incidents concerning the tenant and her behaviour towards the building's occupants, the landlord or any other person. During the course of the hearing, the landlord described an incident that occurred between the tenant and the building's janitor. Again, insufficient detail was provided by landlord concerning this matter to establish this significantly interfered with the janitor. The landlord was only able to explain that an "incident" occurred. He did not provide the date of the incident or any

context or background information. The landlord, therefore, has not met the burden of proof required to demonstrate that he has sufficient cause to issue a 1 Month Notice to end the tenancy for Cause. The landlord's application for an Order of Possession is denied and this tenancy shall continue until it is ended in accordance with the *Act*.

As the landlord was unsuccessful in his application, the landlord must bear the cost of the filing fee.

Conclusion

The landlord's application for an Order of Possession is dismissed.

The landlord must bear the cost of his own 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: June 26, 2017

Residential Tenancy Branch