



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

On May 15, 2017, the Tenant submitted an Application for Dispute Resolution asking to cancel a 1 Month Notice to End Tenancy for Cause dated May 9, 2017 (the 1 Month Notice).

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Does the Landlord have cause to end the tenancy?
- Should the 1 Month Notice be cancelled?

Background and Evidence

Both parties testified that the tenancy commenced began approximately 5 years ago and is a month to month tenancy. Rent in the amount of \$600.00 is due on the first day of each month. There is no written tenancy agreement.

The Landlord served the Tenant a 1 Month Notice To End Tenancy For Cause dated May 9, 2017. The reason for ending the tenancy within the 1 Month Notice is:

Tenant or a person permitted on the property by the Tenant has:

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord.*

The Landlord submitted that he has two rules for Tenants. He submitted that Tenants cannot grow or manufacture drugs, and Tenants cannot have anyone who is involved in prostitution stay on the property.

The Landlord testified that the Tenant has allowed a person who is involved in prostitution to stay on the property.

The Landlord's advocate submitted that the Landlord knows the Tenant's guest is involved in prostitution because the Tenant's guest approached the Landlord 20 years prior.

In response, the Tenant testified that there has never been any drugs on the property, and that he has never heard of any rule that a Tenant cannot have a guest on the property that was involved in prostitution.

Analysis

The Landlord's Notice states that the Tenant or a person permitted on the property by the Tenant significantly interfered with or unreasonably disturbed another occupant or the Landlord.

In the matter before me, the Landlord has the onus of proof to prove that the reason in the Notice is valid.

The Landlord did not provide any testimony that the Tenant disturbed or interfered with the Landlord. Based on the evidence and testimony before me, I find that the Landlord has provided insufficient evidence to support that the Tenant or a person permitted on the property by the Tenant interfered with or unreasonably disturbed another occupant or the Landlord.

I cancel the 1 Month Notice to End Tenancy for Cause, dated May 9, 2017.

I order the tenancy to continue until ended in accordance with the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Tenant was successful with his application to set

aside the 1 Month Notice. I authorize the Tenant to deduct the amount of \$100.00 from one future rent payment.

Conclusion

The Tenant's application is successful. The 1 Month Notice issued by the Landlord dated May 9, 2017, is cancelled.

The tenancy will continue until 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: June 28, 2017

Residential Tenancy Branch