



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SAINIS HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on May 19, 2017 to cancel a One Month Notice to End Tenancy for Cause (the "1 Month Notice").

The owner of the company Landlord, the Tenant, and the Tenant's legal counsel appeared for the hearing. All testimony was provided under affirmation. The Landlord had been served with the Application by registered mail. The Landlord confirmed that he had provided two pages of written submissions prior to the hearing to prove the 1 Month Notice. The hearing process was explained and no questions were asked as to how the proceedings would be conducted.

At the start of the hearing, the Tenant's legal counsel requested an adjournment of the proceedings stating that they had witnesses lined up from Interior Health to testify at this hearing but they had cancelled their appearance the day before the hearing in order to consult their legal team as to whether they could provide evidence in this hearing. Legal counsel submitted that this evidence was vital to show that the Tenant displayed no violent tendencies.

I noted that the Tenant had already provided medical evidence to verify that he had a mental health condition, but that the Landlord had not indicated in his evidence anything regarding violent behaviour apart from yelling at other residents. Legal counsel confirmed that the Tenant denied the reasons on the 1 Month Notice, namely that the Tenant had seriously jeopardised the health or safety or lawful right of another occupant and the Landlord, and that the Tenant had engaged in an illegal activity that had adversely affected the quiet enjoyment, security, safety or physical wellbeing of another occupant.

When the Landlord was asked as to whether he had any objection to the request for adjournment, the Landlord stated that the neighbouring occupants, who were the complainants, did not provide any statements for this dispute and were unavailable to appear to give direct testimony. The Landlord stated that he wanted to see if he could get resolution with the Tenant in this hearing as he was under pressure from other residents who were experiencing the alleged issues from the Tenant and were threatening to move out if the Landlord did not take action to evict the Tenant. The Landlord also confirmed that he had not issued the Tenant any breach letter.

The Landlord was cautioned that he bears the burden to prove the 1 Month Notice when the reasons for ending the tenancy were being disputed. After a short discussion with the Tenant's legal counsel, the Landlord agreed to withdraw the 1 Month Notice.

In the interim time, the Landlord stated he will issue the Tenant with a breach letter documenting the alleged issues in this tenancy and what remedy the Landlord is seeking from the Tenant as this tenancy moves forward. The Landlord will also put the neighbouring residents on notice that if the alleged issues continue, their evidence will be vital in proving a disputed notice to end tenancy served to the Tenant in the future.

The Tenant agreed to the withdrawal of the 1 Month Notice dated May 1, 2017 and then accordingly withdrew his Application as the 1 Month Notice is now moot. As a result, I did not make any legal findings in this matter or on the request for adjournment.

Conclusion

The 1 Month Notice dated May 15, 2017 has been withdrawn with the consent of both parties. The Tenant withdrew his Application. The Landlord is at liberty to serve the Tenant with another 1 Month Notice if the issues continue in this tenancy. 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: July 07, 2017

Residential Tenancy Branch