



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel 1 Month Notice to End Tenancy for Cause, (the “Notice”) issued on May 8, 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.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice to End Tenancy and the tenant’s application to recover the filing fee at these proceedings. The balance of the tenant’s application is dismissed, with leave to reapply.

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 landlords have has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

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 issued on May 8, 2017, be cancelled?

Background and Evidence

The tenancy began on April 13, 2017. Rent in the amount of \$1,200.00 was payable on the first of each month. The tenant paid a security deposit of \$575.00. The parties agreed that the tenant is required to pay a pet deposit no later than July 1, 2017.

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

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

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

The landlord testified that the tenant has made inappropriate comments to the upper renter, such as telling them to blow their smoke away from their rental, that police action would be taken if they touch their clothing or lawn mower that is left in the common areas.

The landlord testified that they received a complaint of the tenant vacuuming at 11:30 pm and doing laundry at 6:45am.

The landlord testified that one day the tenant was yelling and screaming, and this was concerning as there was no one else in the rental unit and the yelling, disturbed the upper tenants.

The landlord testified that the tenant is complaining that they want the wiring upgraded, a new dryer, wants additional doors added and to upgrade the windows. The landlord stated the tenant also spreads gossip and wants to have a say in who rents the upper rental unit.

The tenant testified the landlord has placed rules on the laundry and there have been no problems since then. The tenant stated that they did not threaten the other renter, they indicated if they continued to touch their personal belongings that it could be a police matter.

The tenant testified that the landlord has informed them that there is to be no loud noisy from 10pm to 9am. The tenant stated they have complied with that since notified by the landlord. The tenant stated that they once vacuumed at 11:30pm and it was before the landlord put in set times.

The tenant testified that on one occasion they did yelled, as they hit there elbow and was in horrible pain. This was a onetime incident.

### Analysis

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

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlords have not provided sufficient evidence to show that the tenant has:

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

In this case, the landlord had not provided any significant interference or unreasonable disturbance. While vacuuming late at night was not considerate, that was a onetime incident and rules have been established, such a no noise between 10PM and 9AM.

Further, while I accept the tenants request for repairs is bothersome, that is does not met the definition of the notice.

The tenant should note the landlord is not required to make changes to the rental unit, or upgrade the premises for their benefit. The landlord has the right to conduct their business in a manner they have determined appropriate.

Further, the tenant has no rights to have a say in who rents the other unit, or to interfere with the landlords right to find appropriate tenants, such a tenants with children. Should the tenant interfere in the future, the landlord may have cause to end the tenancy.

I find the evidence does not support the Notice was issued for the reasons stated. Therefore, I grant the tenant's application to cancel the Notice. The tenancy will continue until legally ended in accordance with the Act.

Conclusion

The tenant's application to cancel the Notice, issued on May 8, 2017, is granted.

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 4, 2017

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Residential Tenancy Branch