



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to be allowed more time to make an application to cancel a notice to end tenancy, and to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on July 31, 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.

The tenant has applied for more time to dispute the Notice; however, I find the tenant did dispute the Notice within the statutory time limit. Therefore, I do not need to consider this portion of the tenant’s application.

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 landlord 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 be cancelled?

### Background and Evidence

The tenancy began on December 2016. Rent in the amount of \$800.00 was payable on the first of each month. The tenant paid a security deposit of \$400.00.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on August 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 when the tenant was away for the month of May 2017, the two females residing in the rental unit were selling drugs, causing disturbances, and did not pay rent. The landlord stated that as soon as the tenant returned they had the female occupants removed and there have been no further unreasonable disturbances.

The landlord testified that they witnessed one incident of the police attending; however, they do not remember the exact date. The landlord stated that they are the owner of the manufactured home and have been threatened with eviction if they did not have their tenant removed from the site.

The tenant testified that they were not home in May 2017. The tenant stated that as soon as they returned they immediately rectified any problems. The tenant stated that the landlord of the manufacture home park does not like him and wants him to be evicted.

### 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 landlord has 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 Notice was issued several months after the alleged incidents occurred in late May 2017, and the two females involved in the incidents were no longer living in the premises.

The landlord provided no evidence of selling drugs, such a police reports.

The landlord was unable to provide dates, time or specific details of the incidents, no witness statements were provided from other occupants of the manufacture home park for my review or consideration.

I find the landlord has not met the burden of proof as required. Therefore, I grant the tenant's application to cancel the Notice. The tenancy will continue until legally ended in accordance with the Act.

**The tenant is cautioned** that they are responsible for the actions of their guest that attend the premises, whether they are present or not.

### Conclusion

The tenant's application to cancel the Notice, issued on July 31, 2017, is granted the tenancy will continue until legally ended.

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: November 01, 2017

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Residential Tenancy Branch