



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC

This hearing dealt with the tenant's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act") seeking to cancel a 1 Month Notice to End Tenancy for Cause dated March 24, 2018 ("1 Month Notice") and for an order directing the landlord to comply with the Act, regulation or tenancy agreement.

The tenant, a witness for the tenant ("witness") and the landlords attended the teleconference hearing. On April 23, 2018, the hearing commenced and was adjourned by consent of the parties to June 19, 2018. An Interim Decision was issued dated April 25, 2018 which should be read in conjunction with this decision.

On June 19, 2018, the parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties were also provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Rules of Procedure.

The landlords confirmed that they did not serve any documentary evidence in response to the tenant's application. I find there are no service issues as a result.

### Preliminary and Procedural Matters

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

During the hearing the male landlord was cautioned regarding his inappropriate behaviour which included yelling at the tenant and the arbitrator on multiple occasions, interrupting the tenant and arbitrator, and using vulgar language. I note that the male landlord also yelled at the female landlord at least three times inappropriately during the hearing and was very aggressive in his tone while yelling. The male landlord was

cautioned for his inappropriate behaviour during the hearing. After 23 minutes, the landlords disconnected from the hearing.

### Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Should the landlords be directed to comply with the *Act*, regulation or tenancy agreement?

### Background and Evidence

The parties agreed that a written tenancy agreement did not exist between the parties. The parties agreed that a monthly verbal tenancy began on June 1, 2017 and that monthly rent was \$685.00 per month and is due on the first day of each month.

A copy of the 1 Month Notice was submitted in evidence. The tenant confirmed that she received the 1 Month Notice dated March 24, 2018 on the same date and disputed the notice on March 28, 2018 which is within the ten day timeline provided for under section 47 of the *Act* to dispute a 1 Month Notice.

The landlords allege one cause on the 1 Month Notice which is:

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

[Reproduced as written]

The landlords wrote the following on the details of the cause alleged:

“VISITORS TO APT [rental unit number] PARKING IN TENANCY PARKING LOT  
INSTEAD OF ROAD – SOME VISITORS TO APT [rental unit number] A  
CONCERN DUE TO DRUGS. [First name of tenant] HAS BEEN WARNED  
VERBALLY & WRITTEN”

[Reproduced as written]

The landlords confirmed that other than the landlords themselves there did not submit any documentary evidence such as the written warnings they alleged to have written to the tenant for my consideration, nor were any witness statements or documentary evidence such as police reports, photographic evidence of parking issues or other

documentary or digital evidence submitted by the landlords. The tenant denied all allegations by the landlords in the 1 Month Notice.

Given the above, the parties were advised that I find the landlords are unable to meet the burden of proof without providing supporting evidence for my consideration as this matter results in a disputed verbal allegation by the landlords.

### Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

In the matter before me, I find the landlords were unprepared for this hearing and were relying solely on their own verbal version of events in support of the 1 Month Notice which the tenant disputed. The landlords provided no examples of prior written warnings, photographic evidence of alleged parking concerns and submitted no supporting evidence of drug concerns such as a police report, police witness, police statement, or other witness statements in support of the 1 Month Notice.

As a result of the above, I find the landlords have not met the burden of proof as the landlords have the burden of proof to prove the one cause listed on the 1 Month Notice given that the tenant did file on time to dispute the 1 Month Notice. In other words, alleging something about a tenant and providing sufficient evidence to prove that allegation to evict that tenant for cause are two different things.

Due to insufficient evidence, the 1 Month Notice is **cancelled** and is of **no force or effect**.

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

As the landlords have breached the *Act* by failing to have a written tenancy agreement I caution the landlords accordingly below.

**I CAUTION** the landlords to ensure that all future tenancy agreements are in writing as required by section 13 of the *Act* which reads as follows:

### **Requirements for tenancy agreements**

**13 (1) A landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.**

(2) A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:

- (a) the standard terms;
- (b) the correct legal names of the landlord and tenant;
- (c) the address of the rental unit;
- (d) the date the tenancy agreement is entered into;
- (e) the address for service and telephone number of the landlord or the landlord's agent;
- (f) the agreed terms in respect of the following:
  - (i) the date on which the tenancy starts;
  - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis;
  - (iii) if the tenancy is a fixed term tenancy, the date on which the term ends;
  - (iii.1) if the tenancy is a fixed term tenancy in circumstances prescribed under section 97 (2) (a.1), that the tenant must vacate the rental unit at the end of the term;
  - (iv) the amount of rent payable for a specified period, and, if the rent varies with the number of occupants, the amount by which it varies;
  - (v) the day in the month, or in the other period on which the tenancy is based, on which the rent is due;
  - (vi) which services and facilities are included in the rent;
  - (vii) the amount of any security deposit or pet damage deposit and the date the security deposit or pet damage deposit was or must be paid.

(3) Within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement.

[My emphasis added]

## Conclusion

The tenant's application is successful.

The 1 Month Notice issued by the landlords is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 19, 2018

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Residential Tenancy Branch