



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LAT, LRE, OLC, PSF, RR

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act*. The tenant applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70,

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Preliminary Issue

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. I find

that the primary issue is to address is whether the tenancy continues or not. I find that other than the tenant's request to cancel the notice to end tenancy, the remainder of his claim is unrelated, accordingly; I dismiss the remainder of the tenants application with leave to reapply. This was explained to the tenant and he indicated he understood and agreed with my finding.

Issues to be Decided

Is the tenant entitled to have the One Month Notice to End Tenancy for Cause set aside? If not, is the landlord entitled to an order of possession?

Background and Evidence

The landlord gave the following testimony. The landlord testified that the tenancy began on August 1, 2012. The tenant currently pays \$2232.00 per month for rent and at the outset of the tenancy provided a security deposit of \$975.00. The landlord testified that the tenant has been extremely difficult to deal with. The landlord testified that he tries to conduct monthly suite inspections and always provides proper written notice to the tenant. The landlord testified that on May 23, 2018 the tenant refused entry to the landlord. The landlord testified that they rescheduled an inspection for two days later that the tenant again refused access. The landlord testified that on May 25, 2018 he issued a One Month Notice to End Tenancy for Cause on the basis that:

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 testified that he feels he has justification to issue the notice based on the tenants refusal to allow access. The landlord further testified that the tenant had made duplicate parking passes without authorization and was discovered by the Strata. The landlord testified that he seeks an order of possession.

The tenant gave the following testimony. The tenant testified that he did not refuse access to the landlord but asked that he either not enter the one bedroom where his four year old son was sleeping or return within an hour. The tenant testified that even if the landlord returned one hour later it would have still been within the two and a half hour window that was provided. The tenant testified that he does not refuse access to the landlord at any time and is making efforts to move. The tenant testified that he had made copies of the parking pass in case he lost the original or the copy. The tenant

testified that when the issue was brought to his attention by the building manager he immediately returned the copies and that the matter was closed.

Analysis

When a landlord issues a notice under Section 47 of the Act, they bear the burden of providing sufficient evidence to support the issuance of the notice. The relationship between the two parties is an acrimonious one. Both parties made numerous allegations of one another in regards to their past behavior, issues, interactions and claims of fraud. Furthermore, it was also clear that the parties have drastically different recollections and versions of the events that brought them to this hearing.

The landlord outlined his difficulties in dealing with the tenant and attempting to gain access to the unit, however, the landlord did not provide sufficient evidence of the significant interference that would justify and satisfy me that the tenancy must end. The landlord must show a pattern or evidence that the tenants behavior or actions is so significant that the tenancy can no longer continue, which he has not. As noted above, it is clear to me that the parties have issues with one another and having difficulties with one another, but at this time, there is not sufficient evidence before me to find that this tenancy must come to an end. Based on the above, I set aside the notice to end tenancy.

Conclusion

The One Month Notice to End Tenancy for Cause dated May 25, 2018 with an effective date of June 30, 2018 is set aside, it is of no effect or force. The tenancy continues.

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 09, 2018

Residential Tenancy Branch