



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

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. Although both parties claimed that they had extensive documentation to address this dispute, neither party submitted any documentation for this hearing. I have considered all testimony before me; however, I refer to only the relevant facts and issues in this decision.

### Issue(s) to be Decided

Are the tenants entitled to have the One Month Notice cancelled? If not, is the landlord entitled to an Order of Possession?

Are the tenants entitled to the recovery of the filing fee from the landlord for this application?

### Background and Evidence

The landlord gave the following testimony. The month to month tenancy began on December 1, 2017 with the monthly rent of \$1100.00 due on the first of each month. At the outset of the tenancy the tenants paid a security deposit of \$550.00. The landlord testified that he has received numerous complaints about the subject tenants about them screaming and yelling at all hours of the night, doing drugs in common areas, selling drugs, damaging doors in the building, breaking the mailbox locks, and having people coming and going to their suite at all hours of the night. The landlord issued a One Month Notice to End Tenancy for Cause on August 6, 2018 with an effective date of September 30, 2018 on the following grounds:

*Tenant or a person permitted on the property by the tenant has:*

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *put the landlord's property at significant risk.*

The landlord requested an order of possession.

The tenants gave the following testimony. The tenants testified that they have not been given notice of any of these complaints and that the landlord is "making stories up". The tenants testified that they are good tenants and that none of the landlords' allegations are true. The tenants wish to remain.

### Analysis

When a landlord issues a notice to end tenancy under section 47 of the Act, they bear the responsibility in providing sufficient evidence to support the issuance of the notice. The landlord made numerous allegations as to why the tenancy must end. The tenants adamantly oppose all of the allegations as they submit that they've not been advised of any of these issues and suggest that the landlord manufactured these claims so that he could evict them and raise the rent.

As noted above, the landlord must prove their claim. Based on the insufficient evidence, and lack of documentation before me at the time of this hearing; the landlord has not satisfied me that the tenancy must end. I hereby cancel the notice to end tenancy based on insufficient evidence.

The tenants are entitled to the recovery of the \$100.00 filing fee. The tenants are entitled to a one time rent reduction of \$100.00 from the next rent due in full satisfaction of that claim.

### Conclusion

The One Month Notice to End Tenancy for Cause dated August 6, 2018 with the effective date of September 30, 2018 is set cancelled; 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: September 13, 2018

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Residential Tenancy Branch