



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

On August 9, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a One-Month Notice to End Tenancy for Cause, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlords and Tenants attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

Should the One-Month Notice to End Tenancy for Cause, dated August 7, 2018 (the “Notice”), be canceled, in accordance with Section 47 of the Act?

Should the Tenants be reimbursed for the cost of the filing fee, in accordance with Section 72 of the Act?

### Background and Evidence

The Landlords and the Tenants agreed on the following terms of the tenancy:

The tenancy originally started in October 2004 and the most recent Tenancy Agreement began on February 1, 2006. The tenancy began as a fixed term; however, is now month-to-month. The monthly rent is \$695.00 and a security deposit of \$282.50 was paid at the beginning of the tenancy.

The Landlords provided undisputed testimony that they served the Notice to the Tenants on August 7, 2018, by taping it to their door. The move-out date on the Notice was noted as Sept 6, 2018. The reasons stated on Page 2 of the Notice indicated that it was served as the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; and put the landlord's property at significant risk.

The Landlords testified that ever since they took over the management of the building in May of 2017, there have been ongoing disputes with the Tenants. The Landlords stated that the Tenants have lied to the police about feeling threatened by the Landlords and as a result, a police file was opened. The Landlords said that the Tenants are always complaining about all the changes and improvements that are occurring in the residential property. Furthermore, the Tenants' vehicles have been blocking a walkway on the residential property and interfering with access. The Landlords state that the Tenants are difficult to talk to and always say they want everything in writing.

The Tenants testified that they have abided by the orders given by the Landlords and have moved their vehicles when asked. The Tenants stated that they did open a police file due to the Landlords' aggressive behavior.

The Tenants stated that they have lived in the rental unit for a long time and have never had any issues until the new management took over. The Tenants don't feel that there is any cause for the end of the tenancy and would like to continue their tenancy.

### Analysis

The Landlords have served the Notice to the Tenants based on Sections 47(1)(d) of the Act. When I consider the validity of the reasons the Landlords have for ending the tenancy, I must determine if the Landlords have sufficient evidence to prove that the Tenants' actions have significantly interfered with or unreasonably disturbed another occupant or the Landlord of the residential property; seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant; and put the Landlord's property at significant risk. The standard of proof is based on the balance of probabilities. If I find that any one of the reasons set out in the Notice are valid and that the Notice complies with Section 52 of the Act, I must grant the Landlord an Order of Possession for the rental unit in accordance with Section 55 of the Act.

I note that the *Residential Tenancy Act* uses the strong words “significantly”, “unreasonably”, and “seriously” to ensure that Landlords can only end the tenancy if the issues with the Tenants are significant, unreasonable and/or serious. Based on the Landlords’ testimony and evidence, I find that the Landlords failed to provide sufficient evidence to prove that the reasons for serving the Notice and attempting to end the tenancy meet the standard of significant, unreasonable or serious.

Based on the above testimony, evidence and findings, I cancel the Notice and order that the tenancy will continue until ended in accordance with the Act.

I find that the Tenants’ Application has merit and that they should be reimbursed for the filing fee in the amount of \$100.00.

At the end of the hearing, all parties agreed that they would attempt to improve communications with each other by speaking in a respectful manner and, when required, to use written communications.

#### Conclusion

I uphold the Tenants’ Application and cancel the One-Month Notice to End Tenancy for Cause, dated August 7, 2018.

I authorize the Tenants to withhold \$100.00 from a future rent payment as compensation for the filing fee, in accordance with Section 72 of the Act.

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 28, 2018

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Residential Tenancy Branch