



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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.

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.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord gave the following testimony. The tenancy began on October 10, 2018 and is scheduled for a term ending on September 30, 2019. The monthly rent is \$1600.00 due on the first of each month. The landlord testified that the tenant provided an \$800.00 security deposit and an \$800.00 pet deposit. The landlord testified that on February 19, 2019 she served the tenant a One Month Notice to End Tenancy for Cause for the following reasons:

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;*

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testified that the tenant put a stop payment on a rent cheque which is a breach of the tenancy agreement. The landlord testified that the tenant is generally abusive, aggressive and difficult to deal with. The landlord testified that the tenant has displayed that behavior towards her, the other tenants in the duplex and towards repairman the landlord had fixing the roof. The landlord testified that despite numerous verbal and written warnings the tenant will not cease her aggressive ways. The landlord testified that the tenant has caused her immense stress and seeks to have this tenancy end.

The tenant gave the following testimony. The tenant testified that she is the one that is being harassed by the landlord. The tenant testified that the roofers were “crackheads” and looked “pretty shady”. The tenant testified that she is enduring great stress in dealing with the landlord. The tenant testified that she did put a stop payment on one occasion over a dispute and miscommunication over the cost of carpet cleaning. The tenant testified that she attempted to correct it the following day. The tenant testified that the rent is paid in full. The tenant testified that she has very little contact with the other tenants in the duplex and isn’t quite sure as to what the landlord is alleging. The tenant testified that she wishes to remain until the end of her term.

Analysis

When a landlord issues a notice to end tenancy for cause pursuant to section 47 of the Act, they bear the responsibility to provide sufficient evidence to support the issuance of the notice and that that the tenancy should end. It was very clear to me that the relationship between the parties is an acrimonious one. The parties were very forthcoming in advising me of their dislike for one another. However, just because the parties might not get along very well, it is not sufficient grounds to end a tenancy. The parties provided very different versions of the events. As noted above and explained to the parties in great detail during the hearing; the landlord bears the burden to provide sufficient evidence to show that this tenancy must end. Based on the conflicting testimony and documentation of the parties, the landlord has not provided sufficient

evidence on a balance of probabilities to end this tenancy, at this time. As a result, I hereby cancel the One Month Notice to End Tenancy for Cause dated February 19, 2019; it is of no effect or force.

Conclusion

The notice to end tenancy is cancelled. 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: April 23, 2019

Residential Tenancy Branch