



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC RP

Introduction

This hearing was convened in response to an application by the tenant to cancel a One Month Notice to End Tenancy For Cause (Notice to End), dated March 04, 2019 with an effective date of April 30, 2019. The tenant also applied for repairs to the unit.

Both parties attended the hearing. The tenant acknowledged solely providing a copy of the Notice to End to the proceeding. The landlord acknowledged they had not provided any evidence to this matter. Both parties were given opportunity to present *relevant* testimony in respect to the application and to fully participate in the conference call hearing and as well to present witnesses. The parties were also given opportunity to mutually resolve or settle their dispute to no avail. Prior to concluding the hearing both parties acknowledged they had presented all of the *relevant* evidence that they wished to present.

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. It is my determination that the primary claim regarding the 1 Month Notice to End is not sufficiently related to the tenant's other claim for repairs in this matter to warrant they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy. Therefore, I exercise my discretion to dismiss the tenant's other claims in this matter, with leave to reapply.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is there *sufficient* cause so as to end the tenancy?

Should the Notice to End in this matter be cancelled or upheld?

If upheld is the landlord entitled to an Order of Possession?

In this type of matter the burden of proof rests with the landlord

Background and Evidence

This tenancy started April 04, 2018. The rental unit is occupied solely by the applicant tenant of this matter. The tenant submitted a copy of the Notice to End. The Notice was issued for the reason pursuant to **Section 47(1)(d) & (e)(ii)** of the Act.

The tenant disputes the allegations and validity of the Notice to End. The *relevant* disputed testimonial evidence of the landlord is as follows.

The tenant has caused inordinate commotion and dispute with the upstairs residents.

The landlord thinks the tenant should not associate with some or all of the tenant's visitors as they cause additional unwanted commotion when tenant is absent from the rental unit.

The tenant keeps an unauthorized dog.

The landlord has received "200 e-mails" from the upstairs tenant respecting the applicant and their guests.

There have been numerous Police attendances as a result of the tenant and their guests.

The tenant testified that the upstairs resident is the one causing undue commotion and harassing the tenant with unnecessary repeated calls to Police. It was further undisputed by the landlord that the tenant was indeed permitted to keep a dog under the original tenancy agreement.

Analysis

The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: www.gov.bc.ca/landlordtenant.

In this type of application, the burden of proof rests with the landlord to provide sufficient evidence that the Notice was validly issued for the stated reason(s) and altogether

establishing *sufficient* cause to end the tenancy.

I accept that the landlord has confidence in the information upon which they are relying to meet their burden. However, upon review of their testimonial evidence I find it is vague and unsupported. I find that the landlord has not provided proof the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized their health, safety or lawful right or put the landlord's property at significant risk. I have not been provided with evidence supporting the tenant has engaged in illegal activity, even on a balance of probabilities.

As a result, I find the landlord has not provided sufficient cause to uphold their Notice to End Tenancy for Cause dated March 04, 2019. I find that the landlord's assertions fail to establish the landlord's burden of proof so as to end the tenancy. Therefore, **I Order** the Notice to End dated March 04, 2019 is **cancelled**, or set aside.

It is available to the landlord to serve the tenant with a new Notice to End, provided they have *sufficient* cause to do so.

Conclusion

The tenant's application is granted.

The landlord's Notice to End dated March 04, 2019 is set aside and is of no effect. The tenancy continues.

This Decision is final and binding.

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: May 08, 2019

Residential Tenancy Branch