



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On June 17, 2019, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated June 5, 2019, (“the One Month Notice”).

The Landlord’s agents (“the Landlord”) and Tenant appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to 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.

Issue to be Decided

- Does the Landlord have sufficient cause to end the tenancy?

Background and Evidence

Both parties testified that the tenancy began in April 2013, and is on a month to month basis. Rent in the amount of \$853.11 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$\$375.00.

The Landlord served a One Month Notice To End Tenancy For Cause dated June 5, 2019, to the Tenant in person on June 6, 2019. The Notice has an effective date (the date the Tenant must move out) of July 31, 2019.

The Landlord selected the following reasons for ending the tenancy within the One Month Notice:

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

- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.*

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the One Month Notice on June 17, 2019, within the required time frame.

The Landlord provided testimony that the Tenant does not behave properly towards the Landlord. The Landlord testified that on June 5, 2019, the Tenant attended the office and began to yell and swear at the Landlord and yell and swear at the maintenance person. The Landlord testified that the incident is related to a repair of the Tenant's door. The Landlord testified that the Landlord could not have it fixed right away.

The Landlord testified that the Tenant was given a written warning dated October 17, 2018, due a previous incident of inappropriate yelling and swearing. The Landlord provided a copy of the warning letter.

The Landlord wants to end the tenancy because she submits that the Tenant's behaviour causes disturbances on the rental property.

In response to the Landlord's testimony, the Tenant testified that the front door to his apartment needed to be fixed for over one year. He testified that he has had his unit broken into on two occasions. He testified that he asked the Landlord when it would be fixed. He testified that a maintenance person looked at it and said that it needed some more screws in the hinge. He testified that the Landlord knew what need to be done for six weeks and the Landlord is not completing the necessary repair. He stated that it is a safety issue.

The Tenant admitted that he did yell and scream at the Landlord and he stated that he should not have to yell and scream in order to have repairs completed.

The Tenant testified that he has only complained to the Landlord twice in the past two years, and the previous issue was related to the security of his balcony door.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the reasons for ending the tenancy in the Notice are valid. Based on the evidence and testimony before me, I make the following findings:

The Landlord is seeking to end the tenancy on the basis that the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.

The Landlord outlined an incident in which the Tenant became upset with the Landlord resulting in the Tenant yelling and swearing at the Landlord. The Landlord also submitted that the Tenant had engaged in similar behaviour in the past. The Tenant acknowledged that he did yell and swear at the Landlord and he provided an explanation as to why he was angry.

I find that while the Tenant's actions of yelling and swearing at the Landlord are inappropriate. However, I find that the Landlord provided insufficient evidence to demonstrate that the Tenant's behaviour of yelling and swearing has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord, to the extent that the tenancy should end.

The Tenant is cautioned that this behavior of yelling and swearing at the Landlord should not continue and that he should seek to calmly discuss his issues with the Landlord. Further incidents of this type, or any further escalation, may give the Landlord sufficient cause to end the tenancy. If the Tenant is seeking a repair of the rental unit, the Tenant has the right to apply for dispute resolution seeking a repair order.

In light of the above, I cancel the One Month Notice To End Tenancy For Cause, dated June 5, 2019.

I order the tenancy to continue until ended in accordance with the Act.

Conclusion

The Tenant's application is successful. The One Month Notice issued by the Landlord dated June 5, 2019, is cancelled.

The tenancy will continue until ended in accordance with 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: July 31, 2019

Residential Tenancy Branch