



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The tenant filed an Application for Dispute Resolution (the “Application”) on March 19, 2021. They seek an order to cancel the One Month Notice to End Tenancy for Cause (the “One-Month Notice”). The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on July 2, 2021. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

Both parties attended the hearing, and each was provided the opportunity to present oral testimony and make submissions in the hearing.

At the start of the hearing the tenant stated they served notice of this hearing to the landlord and did not prepare documentary evidence. They confirmed they received the prepared evidence of the landlord in advance of the hearing. On this basis, the hearing proceeded.

Issue(s) to be Decided

Is the tenant entitled to a cancellation of the One Month Notice?

If the tenant is unsuccessful in their Application, is the landlord entitled to an Order of Possession of the rental unit?

Background and Evidence

The landlord provided a copy of the tenancy agreement in their evidence. This shows the tenancy started on October 5, 2016. The rent amount of \$375 per month has not increased

since the start of the tenancy. The agreement was signed with a previous owner and in the hearing the landlord here confirmed they met the tenant in June 2017.

The copy of the One Month Notice document in the evidence shows the date it was issued by the landlord as March 11, 2021. This was for the end-of-tenancy date on April 30, 2021. The landlord provided in the hearing that they posted it on the front door; the tenant maintained that they found it inside their rental unit with blue tape holding it on to the wall.

On page 3 the landlord listed details:

- continual threatening and aggressive behaviour directed toward landlord and other tenants
- false claims made to police
- posting in appropriate [sic] and vulgar signs in building
- belongings are piling up in hallway and parking lot
- bullying landlord and other tenants
- stealing cleaning supplies and toiletries
- locks other tenants out of building
- urinating on floor in another tenants unit
- unable to reason with tenant and no longer willing to accept this behaviour

On page 2 of the document, the landlord provided the reasons they issued this document:

- 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
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest 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

In the hearing, the landlord described aspects of the tenant's behaviour that caused concern and prompted their issuance of the One-Month Notice. These issues include:

- continual disturbances

- putting the property at risk – this prompts other tenants to leave
- falsely accused the landlord to the police on two occasions
- worked in league with and “set up others” to manipulate the police investigation
- another resident was told by the tenant here that they were going to get kicked out
- text messaging, calling and emailing profanities.

The landlord presented that these incidents continued after they issued the One-Month Notice on March 11, 2021.

The landlord provided the following as documentary proof of the tenant’s conduct:

- a letter from the local fire rescue authorities that states an appliance placed in the hallway by the tenant “blocks the path of egress” and must be removed
- a local social worker who provided their account of another resident’s discomfort due to the tenant here – this is “bullying and harassment”
- two signs purportedly posted by the tenant telling the landlord to stay away, in blunt terminology
- images of text messages from the tenant that show their interference with miscellaneous affairs of other residents in the building
- an RCMP contact card giving a file number – this in reference to the accusation of the landlord grabbing the tenant’s arm
- a handwritten note from another building resident that states the tenant here invaded privacy, made threats and false accusations
- a template letter dated April 1, 2021 listing 13 separate points of complaints – includes “always starting arguments” and “spat at me” and “all around very annoying and unpleasant” and “clearly needs a psychiatrist”
- a template letter dated April 28, 2021 stating another resident’s complaint that they were punched by the tenant, “as the 2 rcmp officers witness”

In the hearing, the tenant responded to this all to say the landlord is the source of bullying here, and “a lot of these claims have come because the landlord doesn’t like [the tenant]”. The fire authority letter doesn’t show that the tenant was informed of the matter, and eventually the issue was resolved by the tenant. There are certain pieces listed on the One-Month Notice that are not shown in the landlord’s evidence here: this includes “urinating on the floor” and supposedly stealing is the illegal activity in question.

From the tenant’s perspective, the written accounts from other residents are “hearsay”. It is not clear to what extent the residents approached the landlord independently, and it is probable that they completed the written complaints at the landlord’s behest, being

manipulated by the landlord here. Indeed, this is what they heard from one of the residents who provided their account here.

In summary, the tenant provided that there is very little evidence from the landlord overall to support the details of the causes listed. These are a lot of false accusations that are exaggerated.

Analysis

The *Act* s. 47 provides various grounds for which a landlord may end a tenancy by issuing a One-Month Notice.

In this matter, the onus is on the landlord to provide they have cause to end the tenancy. On my review, they have not provided sufficient evidence to prove the details they indicate on page 2 of the One-Month Notice. There is both a lack of quality and quantity of necessary evidence to overcome the burden of proof here.

The landlord did not provide specific information on dates, times and number of incidents involving the tenant. They did not show how all of the matters with other individuals centre on the tenant, making the tenant the source of all issues with other residents. Without reference to dates or fulsome descriptions from other residents, it is difficult to establish the reliability of their evidence. In short, there are bare allegations with no evidence to make the allegations reliable. Moreover, the accounts provided by other residents are dated after the One-Month Notice; it is not known whether the accounts refer to matters that took place before or after the issuance of the One-Month Notice. This diminishes the credibility of the landlord here. The landlord had the opportunity to provide fulsome detail in the hearing; however, they did not do so.

The tenant stated that there were numerous conflicts in the building with other residents and the landlord. I accept this statement as credible. The landlord did not provide information on their past requests for the tenant to comply with social norms, or other specific terms of the tenancy agreement or the *Act*. There is evidence the tenant was contributing to conflict throughout; however, without sound evidence from the landlord I cannot conclude that the tenant was the sole source of all reasons listed on page 2 of the One-Month Notice.

Focusing on the One-Month Notice itself, there is a lack of detail on the document's third page. The details on alleged illegal activity is not provided on the document itself. With this being the

probable most serious charge, there is no detail on the face of the document and the landlord did not provide sufficient detail on this in the hearing.

Without more detail on specific incidents from the landlord, I find the One-Month Notice is not valid. The landlord has not met the burden of proof; I so order the One-Month Notice to be cancelled.

Conclusion

For the reasons above, I order the One-Month Notice issued on March 11, 2021 is cancelled and the tenancy remains in full force and effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: July 5, 2021

Residential Tenancy Branch