



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on May 21, 2021 (the "Application"). The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a One Month Notice to End Tenancy dated May 18, 2021 ("the One Month Notice").

The Tenants, the Tenants' Advocate M.F., and the Landlord attended the hearing at the appointed date and time. Both parties made reference to having witnesses prepared to attend the hearing, however, neither party called on them during the 30-minute hearing.

The parties confirmed service and receipt of their respective Application and documentary evidence packages. The Tenants stated that they received the Landlord's documentary evidence "*two days late*", however, were unable to recall which date they received the package. Regardless, the Tenants stated that they had sufficient time to review, consider, and respond to the Landlord's documentary evidence provided. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to 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.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord I

must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with the *Act*.

Issue(s) to be Decided

1. Are the Tenants entitled to an order cancelling the One Month Notice, pursuant to Section 47 of the *Act*?
2. If the Tenants are unsuccessful in cancelling the One Month Notice, is the Landlord entitled to an Order of Possession, pursuant to Section 55 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy started on May 1, 2014. The Tenants stated that they are currently required to pay rent in the amount of \$799.50, while the Landlord stated that the Tenants are required to pay rent in the amount of \$801.50. The parties confirmed that there is no written tenancy agreement between them. The parties testified and agreed that the Tenants paid a security deposit in the amount of \$375.00 which the Landlord continues to hold.

The Landlord testified that he served the Tenants with the One Month Notice on May 18, 2021 with an effective vacancy date of June 30, 2021 by posting it on the Tenants' door. The Tenants confirmed having received the One Month Notice on the same day. The Landlord's reasons for ending the tenancy on the One Month Notice is;

The 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 and safety or lawful right or another occupant or the Landlord, and put the landlord's property at significant risk.

The Landlord testified he is seeking to end the tenancy in relation to several incidents where the Tenant L.C. was verbally abusive towards staff and to the owner of the rental property. The Landlord stated that there was an incident in December 2020 where the Tenant L.C. did not agree with the relocation of a garbage bin, therefore, he obstructed the passage way with his vehicle, which resulted in Police attendance.

The Landlord stated that generally, the Tenant L.C. is loud, aggressive and rude towards staff members who work at the rental property. The Landlord stated that the Tenant has followed him on occasions and yells out of his window at the Landlord. The

Landlord stated that he has provided the Tenant with a written warning in December 2020, however, the Tenant's actions continue to be problematic.

The Tenant L.C. stated that he is employed by the owner and that the disagreement surrounding the placement of the garbage bin was due to ongoing garbage maintenance issues between two residential properties. The Tenant denies that he has threatened staff. The Tenant stated that staff have moved his items from his property without his consent. The Tenant stated that he has not yet received a warning letter from the Landlord.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

According to Section 47 (1) of the Act, a Landlord may end a tenancy by giving notice to end the tenancy for cause. In the matter before me, the Landlord has the burden of proof to prove that there is sufficient reason to end the tenancy.

The Landlord served the Tenant with the One Month Notice on May 18, 2021 with an effective vacancy date of June 30, 2021 by posting it on the Tenant's door. The Tenant confirmed having received the notice on the same date. I find the One Month Notice was sufficiently served pursuant to Section 88 of the Act.

The Landlord is seeking to end the tenancy on the basis that the 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 and safety or lawful right or another occupant or the Landlord, and put the landlord's property at significant risk.

The Landlord outlined several incidents in which the Tenant L.C. was verbally abusive towards staff and to the owner of the rental property. The Landlord stated there was an incident where the Tenant L.C. did not agree with the relocation of a garbage bin, therefore, he obstructed the passageway with his vehicle. The Tenant denied the allegations.

I find that while the Tenant's actions are inappropriate, I find that the Landlord provided insufficient evidence to demonstrate that the Tenant being rude, and causing interference with staff has significantly interfered with or unreasonably disturbed another

occupant or the Landlord, seriously jeopardized the health and safety or lawful right or another occupant or the Landlord, and put the landlord's property at significant risk, to the extent that the tenancy should end.

Nevertheless, the Tenant is now warned that this behavior should not continue and that he should seek to calmly discuss his issues with the Landlord or their agents, rather than react in an inappropriate manner. Increased incidents of this type or any further escalation, may give the Landlord sufficient cause to end the tenancy.

In light of the above, I cancel the One Month Notice, dated May 18, 2021. 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 May 18, 2021 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 27, 2021

Residential Tenancy Branch