



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 an Application for Dispute Resolution by the tenant to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on April 6, 2022.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary and Procedural issues

In this case, I have reviewed the Notice. The Notice indicates that reasons for ending the tenancy was that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonable disturbed another occupant or the landlord.

I find the Notice does not comply with section 52 of Act, Form and content of notice to end tenancy. As the landlord has not filled in the details of events portion, such as what, where and who caused the issue and include date/times, names etc. I find without sufficient details that this is highly prejudicial to the tenant as the tenant has the right to know the allegations made against them for ending the tenancy. I find it appropriate to cancel the Notice. Therefore, I grant the tenant’s application.

The landlord stated that they are in a difficult position because the tenant and another occupant who both have been long term tenants and have always had a good relationship are now in conflict with each other and that is why they have issued a notice to end tenancy for both tenants. As they are both filing unfounded complaints against each other.

The tenant stated that they are not responsible for any conflict between them and the other occupant. The tenant stated they simply do not want to be dragged into issues that do not involve them or unfounded allegation made against another person in the building. The tenant stated that the other occupant feels they are not siding with them and are retaliating against them by make unreasonable noise.

The tenant stated that they are prepared to do the following as any complaints about them are unfounded:

- The tenant agrees that at all times they will not create any unnecessary or unreasonable noise, such as stomping, loud music;
- The tenant will not conduct any exercises in the rental unit that will cause unreasonable noise, such as jumping jacks; and
- The tenant agrees that any complaints given to the landlord about the other occupant will be substantiated with some form of evidence, such an audio recording or witness statements. This is to assist the landlord, especially since these are allegations that the other party denies.

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: August 04, 2022

Residential Tenancy Branch