



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants December 07, 2022 (the “Application”). The Tenants applied:

- To dispute a One Month Notice to End Tenancy for Cause dated December 06, 2022 (the “Notice”)
- To recover the filing fee

The Tenant appeared at the hearing with C.M. for support. The Landlord appeared at the hearing. I explained the hearing process to the parties. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Landlord confirmed receipt of the hearing package. The Landlord did not take issue with admissibility of the Tenants’ evidence. The Tenant confirmed receipt of the Landlord’s evidence.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I have only referred to the evidence I find relevant in this decision.

Issues to be Decided

1. Should the Notice be cancelled?
2. Are the Tenants entitled to recover the filing fee?

Background and Evidence

There was no issue that there is a tenancy agreement between the parties.

The Notice was submitted. The grounds for the Notice are that the Tenants or a person permitted on the property by the Tenants have significantly interfered with or unreasonably disturbed another occupant or the Landlord.

The parties said the Notice was served and received by the Tenants December 06, 2022.

The Landlord said the basis for the Notice relates to the Tenant verbally refusing to pay a two percent rent increase and pet damage deposit. The Landlord said the Tenant made false allegations and accusations of harassment against the Landlord which significantly disturbed the Landlord. The issue is the Tenant saying the Landlord was harassing them and that they would go to the authorities about this. The Landlord said they now fear the Tenant will make false allegations against them which interferes with their duties as a landlord. The Landlord pointed to text messages in evidence to support their position.

The Tenant made submissions about the rent increase and pet damage deposit. The Tenant said they brought up the issue of harassment because of an incident between the Landlord and a prior tenant.

I have read the text messages provided by the Landlord.

Analysis

The Notice was issued under section 47 of the *Act* and the following subsection:

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(d) the tenant or a person permitted on the residential property by the tenant has

(i) **significantly** interfered with or **unreasonably** disturbed another occupant or the landlord of the residential property...

Under rule 6.6 of the Rules, it is the Landlord who has the onus to prove the grounds for the Notice. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

The grounds for the Notice must be serious to end this tenancy under section 47 of the *Act*. I do not find the situation described by the Landlord serious enough to warrant ending this tenancy. Nor do I find the conversation between the parties as shown in the text messages to be grounds to end this tenancy.

I find the Landlord did not have grounds to issue the Notice. The Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

The Tenants are entitled to recover the filing fee and can deduct \$100.00 from their next rent payment under section 72(2) of the *Act*.

Conclusion

The Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

The Tenants can deduct \$100.00 from their next rent payment.

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

Dated: May 16, 2023

Residential Tenancy Branch