



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC, LRE, LAT, FF

### Introduction

The tenant has applied to cancel a 1 Month Notice Ending Tenancy for Cause, Orders to suspend the landlord's right to enter the unit, to authorize the tenant to change the locks and to recover the filing fee cost.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Preliminary Matters

The tenant indicated several matters of dispute on his application and confirmed that the main issue to deal with during this proceeding is the Notice to End Tenancy. For disputes to be combined on an application they must be related. Not all the claims on this application were sufficiently related to the main issue to be dealt with together. Therefore, I dealt with the tenant's request to set aside or cancel the Notice to End Tenancy for Cause and I dismissed the balance of the tenant's claim with liberty to re-apply.

### Issue(s) to be Decided

Should the 1 Month notice Ending tenancy for Cause issued on November 30, 2011, be cancelled?

### Background and Evidence

This tenancy commenced as a 6 month fixed term, which converted to a month-to-month tenancy effective November 1, 2011. Rent in the sum of \$1,000.00 is due on the first day of each month. A copy of the tenancy agreement was provided as evidence; a copy of the addendum was not submitted.

The landlord and the tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the tenant indicating that the tenant is required to vacate the rental unit on December 31, 2011.

The reasons stated for the Notice to End Tenancy were 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 or safety or lawful interest of another occupant or the landlord and that the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk.

The landlord provided a written submission which made a number of allegations in relation to the tenant's state of mind. The submission outlined a situation that occurred in August, 2011, when the police had to attend the property due to the actions of a friend of the tenant's who was intoxicated. The tenant said he had set off his car alarm as his friend would not leave the property.

On another occasion the tenant called the landlord at 4 a.m.; the tenant was told not to do this again; and there were no further occurrences.

The landlord stated the police have been coming to the landlord's home; looking for the tenant. The landlord does not know why the police are looking for the tenant.

Last week the tenant screamed at the landlord. The tenant stated the landlord had used a ladder in an attempt to see into the upper level of the carriage house; as the tenant had refused to answer the door. The tenant admitted he yelled at the landlord.

The landlord believed that the August disturbance supports ending this tenancy for cause. The landlord feels uncomfortable with the tenant, is unsure of his mental state and suspects he is a threat.

### Analysis

After considering all of the written and oral evidence submitted at this hearing, I find that the landlord has provided insufficient evidence that support the reasons indicated on the Notice ending tenancy.

I find that a one-time occurrence in August does not support the reasons indicated on the November 30, 2011, Notice; nor does one telephone call, in the early hours of the morning, support the reasons given. I find that the tenant did yell at the landlord, but it is not surprising that the tenant became upset when he discovered the landlord using a ladder to look into the rental unit.

There was no evidence before me that would support the reasons indicated on the Notice; therefore, during the hearing I informed the parties that the Notice issued on November 30, 2011, was of no force or effect. Suspicions or unease on the part of the landlord, in the absence of evidence that supports the reasons given for ending the

tenancy, are not sufficient cause to end a tenancy. Therefore; the tenancy will continue until it is ended as provided by the Act.

As the tenant's application has merit I find that the tenant is entitled to the \$50.00 filing fee cost which may be deducted from next month's rent due.

### Conclusion

I have determined that the landlord has submitted insufficient evidence to establish that they have grounds to end this tenancy pursuant to section 47 of the Act. I set aside the One Month Notice to End Tenancy, dated November 30, 2011, and Order that this tenancy continue until it is ended in accordance with the Act.

The tenant is entitled to the \$50.00 filing fee cost which may be deducted from the next months' rent due.

The balance of the tenant's application is dismissed with leave to reapply.

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: December 29, 2011.

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Residential Tenancy Branch