



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, RR, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began approximately ten years ago. The rental unit is located on the top floor of a house which also houses additional suites in the basement and the main floor.

On December 20, 2013, the landlord served the tenant with a one month notice to end tenancy for cause. The notice was served for the following reasons;

Tenant or a person permitted on the property by the tenant:

- Has significantly interfered with or unreasonably disturbed another occupant or the landlord
- Has seriously jeopardized the health or safety or lawful rights of the landlord or neighbours
- has put the landlord's property at significant risk

The landlord stated that the occupants of the other suites in the building have complained about the tenant being uncooperative and verbally abusive towards them. The landlord also stated that these occupants have complained about the tenant not picking up after his dog, leaving the yard gate open, storing flammable items in the furnace room and using two parking spaces.

The witness, who is an occupant of one of the other suites in the building, stated that whenever she has spoken to the tenant in an attempt to resolve these issues the tenant reacted in an unpleasant manner calling her names and being loud and aggressive. The witness stated that she fears for her safety.

The tenant stated that he does clean up after his dog, but may have forgotten once or twice, in the last two years. He stated that the landlord has never spoken to him about this and the landlord agreed. The tenant also stated that he has removed his items from the furnace room and whatever remains does not belong to him.

Regarding parking spots, the landlord stated that the spots are not assigned and are used on a first come first served basis.

The landlord agreed that since he served the tenant with the notice to end tenancy for cause, all issues have been resolved.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has significantly interfered with or disturbed another occupant, put the landlord's property at significant risk and/or has seriously jeopardized the health or safety or lawful rights of the landlord or neighbours

Based on the testimony of both parties, I find that the landlord did not serve any written warning letters to the tenant to inform him that he had received complaints that the tenant was not picking up after his dog. I further find that all issues which prompted the landlord to serve the notice to end tenancy for cause were no longer issues and had been corrected by the tenant shortly after he received the notice to end tenancy.

Based on the testimony of the witness, I find that it is more likely than not that the tenant may have a tendency to respond to occupants of the other suites, in an aggressive manner, when contacted. I informed the witness that any problems with the tenant's behaviour should be reported to the landlord and should be dealt with by the landlord.

At the time of the hearing, according to the landlord all issues were resolved and therefore. I am not satisfied that the landlord has proven cause to end this tenancy. I therefore allow the tenant's application and set aside the landlord's notice to end tenancy dated December 20, 2013. As a result, the tenancy shall continue in accordance with its original terms.

The tenant would be wise to clean up after his dog, shut the yard gate and refrain from behaving aggressively towards the other occupants of the house. I find it timely to put the tenant on notice that, if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.

Since the tenant has proven his case, he is entitled to the recovery of the filing fee. I allow the tenant to make a onetime deduction of \$50.00 from a future rent.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

The tenant may make a onetime deduction of \$50.00 off rent due on April 01, 2014.

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: March 14, 2014

Residential Tenancy Branch

