



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RUG RATS FLOORING INSTALLATIONS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy for cause and to recover the filing fee for the cost of making the Application.

The Tenant and an agent for the Landlord (the “Landlord”) appeared for the hearing and provided affirmed testimony. The Landlord provided no written evidence prior to the hearing. The Tenant provided a copy of the 1 Month Notice to End Tenancy for Cause (the “Notice”) in written evidence with her Application.

### Preliminary Issues

The Landlord confirmed personal receipt of the Tenant’s Application and both parties confirmed that the Notice was served to the Tenant personally on August 1, 2014 which provided for an effective end of tenancy date of September 30, 2014.

At the start of the hearing I determined that the Tenant had applied to cancel the notice within the time limits stipulated by Section 47(4) of the Act. Section 47(2) requires the Landlord to provide at least one full rental month of notice to end the tenancy under the provisions of the Notice. Therefore, pursuant to Section 53 of the Act, I determined that the effective vacancy date of the Notice was to be corrected to October 31, 2014.

On further examination of the Notice, I noted that no reason on page two of the Notice had been selected by the Landlord when it was served to the Tenant. However, a letter titled ‘Notice of Eviction’ was attached to the Notice which explained that the Notice was being served to the Tenant because there was a conflict of interest between the Tenant and the Landlord’s repair person. The letter goes on to say that the maintenance man is invaluable to the Landlord and the Tenant is otherwise a good Tenant.

When the Landlord was asked to explain why no reason had been selected on the Notice, the Landlord explained that this reason was not listed as one of the reasons for ending the tenancy.

The Tenant explained she needs repairs to her rental unit but does not feel confident being in the presence of the repair person who the Landlord has employed to conduct the repairs. The Tenant explained that all she requested from the Landlord is written notice of when the repair person would be conducting the repairs so that she could arrange for her family not to be present during the work.

The Landlord explained that the Tenant has also created a disturbance to other Tenants in the building and that the affected parties were available for this hearing to give sworn testimony to the alleged disturbances.

### Analysis and Conclusion

The Tenant was given a Notice which I find did not disclose any reason for ending the tenancy on the second page. However, I do find that the Landlord did attach an explanation as to why the Notice was being provided to the Tenant, but that this reason alone did not give grounds or reason for a Landlord to end a tenancy.

The Landlord simply explained that the Tenant had previous issues with her repair person and the repair person was no longer willing to work with the Tenant based on their strained relationship. I find that this is not a sufficient reason for the Landlord to end a Tenant's tenancy under the provisions and reasons stipulated on the Notice.

The Landlord did explain that the Tenant had engaged in a course of action that caused disturbance to the Landlord and other occupants and was prepared to provide witnesses to testify to this. However, I found that the Tenant had not been put on sufficient notice of the reason through the legal Notice that would provide the Tenant with an opportunity to rebut the allegation. Therefore, I find that the Landlord has failed to prove the Notice issued to the Tenant on September 1, 2014.

However, the Landlord is at liberty to issue the Tenant with a new valid Notice which explains the reason for ending the tenancy on page two of the Notice, and if the Tenant disputes the Notice, the Landlord needs to provide the Tenant with a copy of any evidence the Landlord intends to rely upon for a hearing to determine the Notice.

The parties are also encouraged to work together to resolve their issues in order to promote a successful tenancy and the Landlord is pointed to the requirements of

Section 32(1) of the Act with regards to conducting repairs and Section 29 of the Act in relation to providing written notice before entering a Tenant's rental unit.

Conclusion

For the reasons set out above, I cancel the Notice issued by the Landlord dated September 1, 2014 and the tenancy will resume until it is ended in accordance with the Act.

As the Tenant has been successful in cancelling the Notice, I find that the Tenant is entitled to the \$50.00 filing fee for the cost of having to make this Application. The Tenant is authorized to obtain this relief by deducting \$50.00 from her next or a future month's rent payment pursuant to section 72(2) (a) of the Act. The Tenant should inform the Landlord in writing of her intention to redeem this amount when making a reduced monthly 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 *Residential Tenancy Act*.

Dated: October 24, 2014

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Residential Tenancy Branch

