



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Glenayre Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a One Month Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The landlords witness gave the following testimony:

The witness stated that he owns and runs a private security company. The witness stated that the subject complex is one of the buildings that he checks up on during his rounds. The witness stated that on one occasion to the building he heard loud screaming coming from the building. The witness stated that upon investigating the noise he concluded that the subject tenants were the cause of the loud screaming.

The witness stated that the female tenant immediately calmed down upon him announcing himself however the male tenant remained agitated. The witness stated that the male tenant originally was carrying a wooden 2x4 and then a pair of scissors. The witness stated that the tenant was not brandishing the scissors but did cause them some concern. The witness stated that they required the police to attend at which time

the male tenant calmed down and there was no further incident regarding the subject tenants.

The landlord gave the following testimony:

The landlord stated that she issued the One Month Notice to End Tenancy for Cause on January 26, 2015 with an effective date of February 27, 2015 on the basis that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord stated that she issued the notice based on the information she received from the security company.

The tenant gave the following testimony:

The tenancy began on or about four or five years ago. Rent in the amount of \$660.00 is payable in advance on the first day of each month. The tenant stated that she was yelling but it was just a marital argument. The tenant stated there was no threatening or intimidating behaviour. The tenant stated that they use the wooden 2X 4 to lock their door and the scissors are for cutting cigarette paper as they roll their own.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. In the landlords own testimony she stated that there have been no further incidents regarding these tenants. In addition, the landlord did not submit any documentation for this hearing, such as warning letters, witness statements or letters of complaints from other tenants.

The tenant was very forthcoming and stated that she was in fact loud but this was the one and only incident. I accept that this was an isolated incident that has not been repeated. Based on the above, the landlord has not provided sufficient evidence to support the issuance of the notice as required under Section 47.

The notice is set aside.

Conclusion

The tenants have been successful in their application. The One Month Notice to End Tenancy for Cause dated January 26, 2015 with an effective date of February 27, 2015 is hereby set aside, the notice is of no effect or force. The tenancy continues.

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 09, 2015

Residential Tenancy Branch

