



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CROSSROAD ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LAT, LRE, OLC, RP, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the "Act"), to cancel 1 Month Notice to End Tenancy for Cause, (the "Notice") issued on July 6, 2015, to make repairs to the rental unit, to be authorized to change the locks, to suspend or set condition on the landlord's right to enter, to have the landlord comply with the Act and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenants indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants' request to set aside the Notice to End Tenancy. The balance of the tenants' application is dismissed, with leave to reapply.

In a case where the tenants have applied to cancel a Notice, Rule 11.1 of the Residential Tenancy Branch Rules of Procedure require the landlords to provide their evidence submission first, as the landlords have the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Should the Notice issued on July 6, 2015, be cancelled?

Background and Evidence

The tenancy began on October 1, 2014. Rent in the amount of \$725.00 was payable on the first of each month. The tenants paid a security deposit of \$362.50.

Neither party provided a copy of the Notice. The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on August 6, 2015.

The reason stated in the Notice was that the tenants have:

- repeated late paying rent;
- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- put the landlord's property at significant risk.

The landlord testified that the tenants have been late paying rent. The landlord stated that they have not kept records of the late payments and are unable to provide any dates of when rent was late.

The landlord testified that since the tenants have moved into the rental unit they have had trouble with them. The landlord stated that the other occupants have not put anything in writing as they are fearful of the tenants.

The landlord testified that the tenants have been verbally warned and have received one written warning letter. The landlord stated that they are unable to provide any dates or time or any other specific information.

The landlord indicated that the door knob to the back door was broken by the tenants to allow access and the door was broken on September 19, 2015.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Ending a tenancy is a very serious matter. No documentary evidence was submitted and I have considered all of the oral submissions submitted at this hearing, I find that the landlords have not provided sufficient evidence to show that the tenants have:

- repeated late paying rent;
- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- put the landlord's property at significant risk.

The landlords have submitted that the reason to end tenancy was that the tenants were repeated late paying rent. However, the landlord could not provide any specific months that rent was paid late by the tenants.

Further, the landlord has submitted additional reasons in the Notice as stated above; however, the landlord was unable to provide any specific dates, the landlord provided no witness statements or any other documentary evidence to support the reasons.

Based on the above, I find the landlords evidence does not support the Notice issued on July 6, 2015. Therefore, I find the Notice is not valid and has no force or effect.

While the landlord referred to an incident on September 19, 2015, that incident was after the Notice was issued and was not considered at the hearing.

Therefore, I grant tenants' application to cancel the Notice issued on July 6, 2015.

As the tenants were successful with their application they are entitled to recover the filing fee from the landlords. Therefore, I authorize the tenants a **onetime** rent reduction in the amount of \$50.00 from a future rent payable to the landlord in full satisfaction of this award.

Conclusion

The tenants' application to cancel the Notice, issued on July 6, 2015, is granted.

The tenants' are authorized a onetime rent reduction from a future rent payable to recover the filing fee from the landlord.

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: September 25, 2015

Residential Tenancy Branch

