



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Dispute Codes:

CNR

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to both Landlords via registered mail at the address noted on the Application, on November 30, 2008. Two tracking numbers were provided. The Canada Post website shows the neither package was picked up by the recipients. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, should be set aside.

Background

The Tenant stated that a 1 Month Notice to End Tenancy for Cause was posted on the front door of her rental unit on November 27, 2008. The reasons stated for the Notice to End Tenancy were that the Tenant has been repeatedly late paying her rent; that the Tenant has allowed an unreasonable number of occupants in the unit; 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; that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; that the Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk; that the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant; that the Tenant has engaged in illegal activity that has, or is likely to, jeopardize a lawful right or interest of another occupant or the landlord; the Tenant has breached a material term of

the tenancy that was not corrected within a reasonable time; and that the Tenant has assigned or sublet the rental unit without written consent.

The Tenant stated that none of the reasons cited for ending the tenancy are true, although she states she was late paying her rent on one occasion. The Landlord did not attend the hearing in support of the Notice to End Tenancy.

Conclusion

As the Landlord did not submit any evidence to support the Notice to End Tenancy, and the Tenant denied any of the allegations on the Notice, I hereby set aside the Notice to End Tenancy for Cause dated November 27, 2008, and I order that this tenancy continue until it is ended in accordance with the *Act*.

Date of Decision: December 16, 2008.
