



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with the tenant's application to dispute a one month Notice to End Tenancy for cause. Both parties appeared for the hearing and were provided the opportunity to be heard and to respond to the evidence of the other party.

Issues(s) to be Decided

Has the landlord established grounds pursuant to section 47 of the *Act* to end this tenancy?

Background and Evidence

The tenancy began on approximately February 9, 2009 for the monthly rent of \$500.00 and a \$250.00 security deposit.

The landlord stated that he served a one month Notice to End Tenancy for cause on the tenant's mother on May 31, 2009. The tenant's mother stated that the notice was handed to her on May 30, 2009.

The landlord stated that he served the tenant with notice on the basis that the tenant had an unreasonable number of occupants in the rental unit, the tenant had more pets than allowed in the rental unit and that he had received numerous complaints about noise from the apartment.

The landlord provided no evidence in support of his allegations.

The tenant's advocate requested that the Notice to End Tenancy for cause be set aside as it has no merit. She submitted that the landlord failed to provide any particulars or evidence to support his allegations and failed to meet the burden of proving that the tenant was in breach of the tenancy agreement or *Act*.



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

Analysis

I grant the tenant's application and I set aside the one month Notice to End Tenancy for cause. This tenancy will continue with full force and effect.

The landlord had the burden of proving his allegations. The landlord provided no documentary evidence to support his allegations which the tenant disputed. In addition the tenant had no opportunity to respond to or dispute the alleged breaches until the landlord presented his oral evidence contrary to the principals of natural justice.

In the absence of any evidence to support the grounds to end this tenancy under section 47 of the *Act*, I Order that that the Notice to End Tenancy for cause be set aside.

Conclusion

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*.

In the absence of any evidence, I have set aside the one month Notice to End Tenancy for cause. The tenancy will continue with full force and effect.

Dated: July 06, 2009.

Dispute Resolution Officer