

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a notice to end tenancy issued for cause.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, served personally by the Tenant to the Landlord. The Landlord confirmed receipt of the hearing package.

Both the Landlord and Tenant appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

Is the Tenant entitled to an Order to cancel a 1 Month Notice to End Tenancy issued for Cause under section 47 of the *Residential Tenancy Act*?

Background and Evidence

The Tenant testified that he began his tenancy at the Single Room Occupancy (SRO) rental unit sometime around March 1, 2009 and his current rent is \$500.00 per month.

The Tenant stated that he was issued the 1 Month Notice to End Tenancy on December 31, 2009 because the Landlord thinks he had his girlfriend living with him.

The Landlord testified and advised that she did not know when the tenancy began with this tenant and she did not submit documentary evidence in support of issuing the 1 Month Notice to End Tenancy. The Landlord argued that she had sixteen of the nineteen tenants from this rental building in her office willing to testify that the Tenant's girlfriend is always at the rental unit.

The Landlord confirmed that the Tenant's tenancy agreement is verbal; and the Tenant was not issued written rules for this rental unit; and the Tenant was never issued notification in writing that he was not allowed to have his girlfriend at the rental unit for

any specific period of time. The Landlord argued that the Tenant was issued several verbal warnings not to have his girlfriend living at the rental unit.

The Landlord stated that the Tenant put the Landlord's property at significant risk when the Tenant kicked his door in.

Analysis

The Landlord attended this hearing with sixteen witnesses without prior notification to the *Residential Tenancy Branch* or to the Tenant. When notified that these Witnesses were in the Landlord's office I instructed the Landlord to have the Witnesses leave her office and I informed her that I would call the Witnesses if I felt their testimony was warranted, in accordance with 11.11 of the *Residential Tenancy Branch Rules of Procedure*.

Section 47(1) of the Act provides that a Landlord may end a tenancy by giving notice to end the tenancy if the Tenant has allowed an unreasonable number of occupants in the unit; and/or significantly interfered with or unreasonably disturbed another occupant or the Landlord; and/or seriously jeopardized the health or safety or lawful right of another occupant; and put the Landlord's property at significant risk.

When considering a 1 Month Notice to End Tenancy for Cause the Landlord has the burden to provide sufficient evidence to establish the reasons for issuing the Notice to End Tenancy.

The Landlord provided testimony that the Tenant was not issued a written tenancy agreement in contravention of section 13 of the Act, there are no rules posted at the rental building, the Tenant has never been provided a written policy pertaining to guests, and the Tenant has never been issued a written warning informing the Tenant that he could be evicted if he does not comply with the rental unit rules or policies. Section 47 1) (h) of the Act provides that the Landlord may end a tenancy by giving notice to end the tenancy if the tenant has not corrected the situation within a reasonable time after the **landlord gives the tenant written notice to do so.**

Based on the above I find that the Landlord has failed to establish that the Tenant has allowed an unreasonable number of occupants in the unit and/or significantly interfered with or unreasonably disturbed another occupant or the landlord.

With respect to the 1 Month Notice being issued for reasons that the Tenant had put the Landlord's property at significant risk and seriously jeopardized the health or safety or

lawful right of another occupant or the Landlord, I find that at the time of the hearing there was insufficient evidence to support these allegations.

Based on the aforementioned I find that the Landlord has not succeeded with the burden of proof for issuing the 1 Month Notice to End Tenancy issued on December 31, 2009 therefore the Notice is hereby cancelled.

I found that based on the Landlord's testimony she was not aware of her obligations under the *Residential Tenancy Act* therefore I have included in the Landlord's decision a copy of "A Guide for Landlords and Tenants in British Columbia" and I encourage the Landlord to familiarize herself with the Act.

Conclusion

The 1 Month Notice to End Tenancy for Cause issued on December 31, 2009 is hereby cancelled and is of no force or effect.

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: February 15, 2010.

Dispute Resolution Officer