



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 for Dispute Resolution to cancel a One Month Notice to End Tenancy for Cause.

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

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Tenant entitled to an Order cancelling the One Month Notice to End Tenancy for Cause?

Background and Evidence

This tenancy started on April 1, 2010, as a one year fixed term tenancy. Monthly rent is \$675.00, payable on the 1st day of each month, and a security deposit in the amount of \$337.50 was paid in March 2010.

Pursuant to the rules of procedure for the Act, the Landlord's Agent proceeded first in the hearing and testified as to why the Tenant had been served a One Month Notice to End Tenancy.

The Landlord issued a One Month Notice to End Tenancy for Cause (the "Notice") to the Tenant on October 25, 2010, with a stated effective date of November 30, 2010. I further note that the Tenant filed his application for dispute resolution within the time in accordance with the Act.

The cause as stated on the Notice indicated that the Tenant significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health and safety or lawful right of another occupant or the landlord or put the landlord's property at significant risk.

The Landlord's Agent testified that he had to issue several notices of inspection to the Tenant before an inspection was allowed. The Agent further testified that the inspections were necessary due to possible bed bug problems in adjacent units and because of the amount of belongings in the rental unit.

The Agent further testified that the amount of belongings, which the Tenant allegedly got from the garbage bins, was creating a fire and safety risk.

The Agent further testified that the Tenant's girlfriend was living in the rental unit, in contravention of the Landlord's verbal instructions. The Landlord's Agent admitted that he had performed inspections, but that it took a second time of going to the rental unit before he was allowed entry.

The Landlord submitted insufficient documentary evidence in support of the Notice.

The Tenant's Advocate pointed out that one 24 hour notice of inspection of the rental unit provided three possible dates of inspection with no set time and the Tenant testified that he does not have an excessive amount of belongings, as his rooms were clear to move around in. The Tenant further testified that his belongings did not create a fire hazard.

Analysis

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

The testimony given by the Landlord does not rise to the level necessary under the Act to end the tenancy. The Landlord offered no proof of the alleged causes.

I find that that the Landlord provided no evidence to prove the Tenant significantly interfered with or unreasonably disturbed another occupant or the landlord, or seriously jeopardized the health and safety or lawful right of another occupant or the landlord or that the Tenant put the Landlord's property at significant risk.

Therefore I find the One Month Notice to End Tenancy for Cause issued by the Landlord is not valid and not supported by the evidence and **I order that the Notice be cancelled.**

Conclusion

The Landlord's One Month Notice to end Tenancy for Cause issued October 25, 2010, is not valid and not supported by the evidence and the Tenant is granted an order dismissing the Notice to End Tenancy.

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: November 30, 2010.

Dispute Resolution Officer