

DECISION

Dispute Codes CNC

Introduction

This is an application by the Tenant to cancel a notice to end tenancy for cause. The Landlord contends that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.

Both parties attended by conference call and gave affirmed testimony.

Issues(s) to be Decided

Is the Landlord entitled to an order of possession to end the tenancy for cause?

Background and Evidence

This tenancy began on September 1, 2009 on a month to month basis on a signed tenancy agreement. The Landlord states that the tenancy provides for a monthly rent of \$750.00 payable on the 1st of each month with a security deposit of \$375.00 paid at the beginning of the tenancy. The Tenant has personally served the Landlord's agent with the hearing documents on November 11 or the 13th, 2010. The Landlord confirms she received the hearing package in person on November 13th, 2010.

The Landlord served the Tenant with the 1 month notice to end tenancy for cause on October 31, 2010. The Tenant has confirmed receipt of the notice for cause that shows a move-out date of November 30, 2010. The Tenant filed their application for dispute

on November 10, 2010 with the Residential Tenancy Branch. The Landlord states that the evidence package filed with the RTB on November 30, 2010 was also served in person by another of the Landlord's agents to the Tenant. The Tenant disputes that she has not received the evidence package. The Landlord cannot provide any proof of service for the evidence package and is unable to contact the Landlord's agent who served the evidence package to prove service. The Landlord contends in her direct evidence that it was reported to her that the Tenant, M.S., threatened to set fire to the building on October 12, 2010. The Tenant disputes that this incident occurred on the 12th of October, 2010 and that it took place on October 11, 2010 during the Thanksgiving Day Long weekend. The Landlord also puts forth an argument that the Tenant is engaging in solicitation, but cannot confirm if such solicitation took place at the rental unit.

Analysis

I am satisfied that the Tenant has properly served the Landlord with their application for dispute resolution and the notice of hearing documents by personally serving the documents on the Landlord's agent. The Landlord's agent has confirmed receipt of the documents on the 3rd day after the application for dispute was filed. The Tenant denies receiving the evidence package from the Landlord. I find that as the Landlord is unable to provide any evidence of proof of service of her evidence package, that I cannot consider this evidence. I do find that the Landlord's direct evidence has credibility when she goes into how it was reported to her that the Tenant, M.S. threatened to burn down the building and that Police were called and attended. Both parties agree to this point, but the Tenant disputes the day that it took place. I am satisfied that the Landlord has properly served the 1 month notice to end tenancy for cause and that cause has been established as the threat to seriously jeopardized the health or safety or lawful right of another occupant or the Landlord. The Tenant's application to cancel the notice to end tenancy is dismissed. The Landlord is entitled to an order of possession. The Tenant

must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The Tenant's application is dismissed.

The Landlord is granted an order of possession.

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: December 03, 2010.

Dispute Resolution Officer