

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause. The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord were served with the application for dispute resolution and notice of hearing documents. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started April 15, 2009 with monthly rent of \$650.00, the tenant paid a security deposit of \$325.00. On December 16, 2010 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause: significantly interfered with or unreasonably disturbed another occupant or the landlord; adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord; jeopardized a lawful right or interest of another occupant or the landlord.

The tenant testified that she is a very quiet resident and does not cause any disturbances in or around the rental unit and that the allegation of prostitution is completely unfounded. The tenant stated that the building has a new property manager and that the property manager is trying to 'clean the place up' so some tenants have received eviction notices.

Analysis

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for cause and that the tenant disputed the notice in the required time period.

The landlord did not attend the hearing nor did the landlord submit any evidence supporting the notice to end tenancy, therefore I find that there is insufficient evidence to uphold the 1 Month Notice to End Tenancy for Cause.

Accordingly, the notice to end tenancy for cause is hereby set aside and the tenancy continues in full force and effect.

Conclusion

I therefore allow the tenant's application and set aside the landlord's 1 Month Notice to End Tenancy for Cause dated December 16, 2010 with the result that the tenancy continues uninterrupted.

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: January 17, 2011

Residential Tenancy Branch