



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking an order to cancel a 1 Month Notice to End Tenancy for Cause issued by the Landlord.

The Tenant appeared, gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form.

The Tenant testified that he delivered the notice of hearing and application package to the Landlord via registered mail to the address at which he carries on business as a landlord on March 9, 2011. The Tenant provided the tracking number for the package.

I am satisfied that the Landlord was served in accordance with section 89 of the Residential Tenancy Act (the "Act") and proceeded with the hearing.

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 Notice to End Tenancy?

Background and Evidence

The evidence and testimony indicated that this month to month tenancy started on January 1, 2008, monthly rent is \$1,395.00, due on the first day of the month, and a security deposit of \$700.00 was paid on December 29, 2007.

I note that even though the Landlord did not appear to support the Notice, the evidence indicates the Landlord served the Tenant with a 1 Month Notice to End Tenancy for Cause (the "Notice") on March 1, 2011, in person, for an effective move out date of March 31, 2011, for various causes, including repeated late payments of rent, engaging in illegal activity including significantly interfering with or unreasonably disturbing another occupant or the Landlord, adversely affecting the quiet enjoyment of another occupant or Landlord, jeopardizing a lawful right or interest of another occupant or the Landlord and assigning or subletting the rental unit without the Landlord's consent.

The Tenant denied the causes as listed and submitted that the Notice was issued in retaliation for a previous dispute resolution which resulted in the Landlord being required to repair the rental unit.

The Tenant testified that the majority of the repairs had been accomplished within the week prior to the hearing.

Analysis

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

In the absence of the Landlord to defend the Notice, the Tenant's testimony and evidence is acceptable.

Additionally, in the absence of proof by the Landlord, I find that the Landlord has not established the causes listed in the Notice and has not provided sufficient evidence necessary under the Act to end the tenancy.

Given the above I find the 1 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**, with the effect that the tenancy continues until it may legally end.

Conclusion

The Landlord's 1 Month Notice to End Tenancy for Cause 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: March 30, 2011.

Residential Tenancy Branch