



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with the Tenant's application to cancel a *1 Month Notice to End Tenancy for Cause* (the Notice).

The Tenant did not sign into the Hearing.

Issue to be Decided

Should the Notice issued March 5, 2011, be cancelled?

Background and Evidence

The Landlord seeks to end the tenancy for the following reasons:

Tenant or a person permitted on the property by the tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Seriously jeopardized the health or safety or lawful right of another occupant or the landlord;

Tenant has engaged in illegal activity that has, or is likely to:

- Adversely affect the quiet enjoyment, security, safety or well-being of another occupant or the landlord;

The Landlord provided a letter in evidence, indicating that he issued the Notice based on the Tenant's neighbour's statement that the Tenant had attacked him with a knife.

The police were called, but no charges were laid against the Tenant. On his Application, the Tenant denies attacking his neighbour and states that he only picked up a gardening tool to protect himself against his neighbour who had punched him in the

face. The Landlord states in his letter that he asked the neighbour for a written statement, but that none was provided.

The Landlord's agent testified that he broke up a fight between the neighbour and the Tenant, but that he did not see a knife. He stated that he did not witness the whole fight and could not say who started it.

The Landlord's agent testified that the Tenant's neighbour has moved.

Analysis

In a situation where a tenant seeks to cancel a Notice to End Tenancy, the landlord is required to establish, on the balance of probabilities, that the tenancy should end for the reasons indicated on the Notice to End Tenancy.

I find that the Landlord has not provided sufficient evidence that the Tenant engaged in illegal activity, or that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord or seriously jeopardized the health or safety or lawful right of another occupant or the landlord. The Landlord, by his own admission, did not provide statements from neighbours, or witnesses regarding unreasonable disturbance.

Therefore, I grant the Tenants' application to cancel the Notice to End Tenancy. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

Conclusion

The Notice to End Tenancy issued March 5, 2011, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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: April 06, 2011.

Residential Tenancy Branch