

## **DECISION**

Dispute Codes      CNC

### Introduction

This is an application by the Tenant to cancel a notice to end tenancy for cause.

Both parties attended the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the notice to end tenancy for cause?

### Background and Evidence

The Tenant filed his application for dispute resolution on May 9, 2011. The Landlord states that the 1 month notice to end tenancy for cause was posted on the rental unit door on April 26, 2011 as indicated on the submitted copy of the notice. The Tenant does not dispute this stating that he took the notice from the door on April 27, 2011.

The Landlord claims that the "Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord" and "seriously jeopardized the health or safety or lawful right of another occupant or the landlord." The Tenant disputes that he was given any proper information regarding the reasons of the notice or any warnings to correct them. The Landlord claims that many Tenants in the 11 unit building are fearful of the Tenant, but have not provided any details or proof of such. The Landlord has provided one note by a Witness/Tenant which states, "he sells his prescript methadone to buy other "stuff" I am certain- he's told me(unit D)." The Landlord states that this note was written and initialled in front of the property manager. This note was not signed nor dated. The Landlord also claims that she has been called to the rental unit on numerous occasions to give access to the RCMP, but has not indicated for what or for whom. No other details were provided. The Tenant disputes this stating they there are no details provided by the Landlord as to what the reasons for cause originate from. The Tenant points out that the Witness/Tenant has not properly given a statement nor has the person attended the hearing to give full details.

### Analysis

Based upon all of the evidence provided, submitted and direct testimony, I am satisfied that both parties have been properly served with the notice of hearing and evidence packages. The Tenant's application was filed on time on May 9, 2011.

#### **When documents are considered to have been received**

90 A document given or served in accordance with section 88 *[how to give or serve documents generally]* or 89 *[special rules for certain documents]* is **deemed to be received** as follows:

(c) if given or served by attaching a copy of the document to a door or other place, on the 3rd day after it is attached;

10 days following when the Tenant is deemed to have received the notice on April 28, 2011 falls on Saturday, May 7, 2011. When a filing deadline on the Residential Tenancy Branch falls on a weekend the next business day is deemed to be the allowed deadline. The Tenant's application filed on May 9, 2011 is deemed to be within the allowed 10 limitation period. The Tenant has filed within the allowed time frame.

I find based upon the lack of evidence submitted by the Landlord, that she has not established cause to end the Tenancy. The Landlord cites issues with Police and other Tenants, but has not provided any statements or witnesses to support the reasons for cause.

### Conclusion

The Tenant's application is granted. The notice to end tenancy is set aside, and the tenancy shall continue.

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: June 02, 2011.

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Residential Tenancy Branch