



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

SECOND INTERIM DECISION

Dispute Codes CNC, FF

Introduction

This was the reconvened hearing dealing with the application of the tenant seeking to cancel a Notice to End Tenancy issued by the landlords and to recover the filing fee. It should be read in conjunction with my Interim Decision of July 15, 2011.

The parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the tenant entitled to an Order cancelling the 1 Month Notice to End Tenancy for Cause and to recover the filing fee?

Background and Evidence

This month to month tenancy started on July 1, 2009, monthly rent is \$850.00, and a security deposit of \$425.00 was paid at the beginning of the tenancy.

The tenant and the landlords' witness are co-tenants.

The landlord's testimony and supplied evidence indicates that tenant BG was served with a 1 Month Notice to End Tenancy for Cause (the "Notice") on June 20, 2011, for an effective move out date of July 21, 2011. The cause listed on the Notice stated the tenant seriously jeopardized the health and safety or lawful right of another occupant or the landlord or put the landlord's property at significant risk.

The landlords' evidence indicates that the Notice was amended by the landlords on June 22, 2011, to include the names of both tenants.

The Notice is the subject of the tenant's application. Tenant RB has not applied to dispute the Notice.

Pursuant to the Rules of Procedure, the Landlords proceeded first in the hearing to explain why the Notice had been issued.

The landlords' witness provided the initial testimony in the hearing. In addition, both landlords provided an extensive amount of testimony regarding the reasons for issuing the notices and supporting the causes listed.

Throughout the hearing, the parties were reminded that testimony should be as concise as possible due to time constraints of a hearing and the need for every participant to be heard.

However, due to the length of the landlord's testimony, the conference ended abruptly before the tenant had a chance to respond and provide support of her application. Additionally, the tenant's witness did not have an opportunity to provide her testimony.

The participants were called from the Residential Tenancy Branch and requested to telephone into a new conference for the sole purpose of direction concerning a reconvened hearing.

The participants were instructed that this hearing would have to be reconvened to the next available date due to the length of the present hearing in order to provide an opportunity for the tenant's and her witness' testimony.

Analysis

To ensure administrative fairness and natural justice for the tenant, I find the hearing is required to be adjourned to provide an opportunity for the tenant to be heard.

The parties are reminded that their rights as well as responsibilities under the *Residential Tenancy Act* remain in place.

Conclusion

This hearing is adjourned to the date specified in the enclosed Notice of Adjourned Hearing.

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: July 29, 2011.

Residential Tenancy Branch