



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause and to order the landlord to make repairs.

The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail. 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.

### Issue(s) to be Decided

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

### Background and Evidence

On July 11, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

- allowed an unreasonable number of occupants in the unit/site
- 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
- put the landlord's property at significant risk
- assigned or sublet the rental unit/site without landlord's written consent

The tenant testified that the landlord had told the tenant that he would not be attending the conference call hearing and the tenant believed that this was because the issues had been resolved.

The tenant stated that a neighbour had told the landlord that the tenant was renting out the tool shed on the property and that the landlord had since verified that this was not the case. The tenant also stated that the source of most of the problems was his former

roommate and that the landlord had accepted the August rent from the tenant, did not provide the tenant a receipt stating 'for use and occupancy only' and had his new roommate sign an 'intent to rent' form.

The tenant stated that he was under the impression that the landlord was fine with the tenant remaining in the tenancy as the person creating all of the problems in the tenancy had vacated the rental unit.

### Analysis

Based on the documentary evidence and undisputed testimony of the tenant I find that there is insufficient evidence to uphold the landlord's 1 Month Notice to End Tenancy for Cause.

The tenant testified that his former roommate had been the reason why the landlord had served the notice to end tenancy and his roommate has since vacated the rental property.

The tenant also stated that the landlord had accepted rent for the month of August and did not provide a receipt to the tenant noting that the tenancy would not be reinstated. As the landlord did accept rent the tenancy in fact has been reinstated.

Accordingly, the notice to end tenancy 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 July 11, 2011 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: August 22, 2011.

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Residential Tenancy Branch