



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 47 of the *Residential Tenancy Act* (the “Act”) for an Order Cancelling a Notice to End Tenancy for Cause.

The Notice to End Tenancy for Cause (the “Notice”) with an effective date of August 31, 2011, lists the following causes:

1. Tenant or a person permitted on the property by the tenant has:
 - a. Significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - b. Seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - c. Put the landlord’s property at significant risk;
2. Tenant has engaged in illegal activity that has, or is likely to:
 - a. Damage the landlord’s property;
 - b. Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;
 - c. Jeopardize a lawful right or interest or another occupant or the landlord;
- and
3. Tenant has caused extraordinary damage to the unit or property.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by personal service in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing.

The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Notice valid?

Background and Evidence

The tenancy began on May 1, 2011. On August 1, 2011, the Landlord served the Tenant with the Notice. The Tenant does not know the reasons for the Notice. It is noted that a previous and similar notice to end tenancy for cause was the subject of a Hearing on June 21, 2011 at which the Notice was found to be invalid and cancelled.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. As the Landlord did not appear at the Hearing to provide evidence to support the Notice, I hereby cancel the Notice and the tenancy continues.

Conclusion

The Notice is cancelled and the tenancy continues.

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: September 06, 2011.

Residential Tenancy Branch