



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened by way of conference call in response to an application made by the tenant for an order cancelling a notice to end tenancy for cause.

The tenant attended the hearing accompanied by an advocate, and the landlord company was represented by an agent who also had a witness present to testify. The landlord's agent and the tenant gave affirmed testimony and provided evidence in advance of the hearing.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling a notice to end tenancy for cause?

### Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on April 1, 2011 and expired on September 30, 2011 and then reverted to a month-to-month tenancy. Rent in the amount of \$850.00 per month is payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$425.00.

The landlord's agent further testified that the tenant was served with a 1 Month Notice to End Tenancy for Cause, a copy of which was provided in advance of the hearing. The notice is dated November 15, 2011 and contains an expected date of vacancy of December 31, 2011. The reason for issuing the notice is that the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord. The landlord's agent testified that the tenant has been harassing another occupant of the apartment/strata building and provided statements from other occupants to substantiate cause to end the tenancy, but did not have any evidence of criminal activity. The landlord's agent further testified that the wrong box was ticked on the notice to end the tenancy.

The tenant testified that the landlord has not provided the tenant with any notice of complaints of disturbances, which is disputed by the landlord.

The landlord's witness did not testify.

### Analysis

The landlord has not provided any evidence of illegal activity, and therefore, I cannot uphold the landlord's notice to end the tenancy. The landlord is at liberty to serve the tenant with another notice to end the tenancy if the landlord feels there is cause.

### Conclusion

For the reasons set out above, the notice to end tenancy is hereby cancelled.

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: December 07, 2011.

---

Residential Tenancy Branch