

DECISION

Dispute Codes CNC, OLC, O

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause, an order for the Landlord to comply with the Act, regulation or tenancy agreement.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing I am satisfied that each has been properly served with the notice of hearing under the Act. The Tenant has submitted as documentary evidence a copy of an addendum to lease agreement. The Landlord confirms that she has a copy of the addendum. The Landlord has submitted no documentary evidence. As such, I am satisfied that both have been properly served with any physical evidence as deemed under the Act.

At the beginning of the hearing, the Tenant clarified that the only issue that he wishes to dispute is the 1 month notice to end tenancy issued for cause from the Landlord. The Landlord seeks an order of possession to end the tenancy.

Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the notice to end tenancy issued for cause?
Is the Landlord entitled to an order of possession?

Background and Evidence

Neither party has submitted a copy of the 1 month notice to end tenancy and neither party can provide any details of the dates and/or reasons given on the notice. Both parties have agreed that the Tenant received a verbal warning of excessive noise levels for music on April 23, 2012. The Tenant states that after receiving the verbal warning that a 1 month notice to end tenancy for cause was received on the same date. The Landlord is unsure of when the notice was dated or served, but states that she cannot dispute the Tenant's claim. The Landlord claims that there have been numerous written complaints from other Tenants about this Tenant. The Tenant states that he is unaware of any complaints other than the verbal warning for excessive music noise levels.

Analysis

I find based upon the direct testimony of both parties that the Landlord has failed to provide sufficient evidence to satisfy me that a proper notice was issued under section 47 of the Residential Tenancy Act. As neither party have been able to provide sufficient details of the reasons for cause and/or the details of the notice itself I find that the Landlord has failed to provide sufficient evidence to support their claim and the Tenant's application to cancel the notice to end tenancy "received on April 23, 2012" is cancelled.

Conclusion

The Tenant's application to cancel a notice to end tenancy "received April 23, 2012" is granted. The Tenancy shall continue in full effect.

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: May 25, 2012.

Residential Tenancy Branch