



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC

### Introduction

This hearing was scheduled in response to the tenant's application to have a notice to end tenancy for cause set aside. The tenant attended and gave affirmed testimony.

The tenant testified that the application for dispute resolution and notice of hearing (the "hearing package") was personally served on the landlord's agent / brother.

Subsequently, in response to the tenant's application, I note that the Branch received a documentary submission from the landlord on October 11, 2012. However, as at 11:40 a.m., or 10 minutes after the scheduled start time of the telephone conference call hearing, the landlord had still not appeared.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began approximately 6 years ago. Monthly rent is currently \$650.00, and a security deposit of \$300.00 was collected.

The landlord issued a 1 month notice to end tenancy for cause dated September 25, 2012. The notice was served by way of posting on the tenant's door on that same date. The tenant filed an application to dispute the notice on October 2, 2012. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is November 1, 2012. The reason shown on the notice for its issuance is as follows:

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord

The tenant disputes that the landlord has cause to end his tenancy.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the tenant was served with a 1 month notice to end tenancy for cause dated September 25, 2012. The tenant filed an application to dispute the notice on October 2, 2012, which I find is within the 10 day period available for doing so after service of the notice.

There is no application by the landlord before me, in which the landlord seeks to obtain an order of possession. Further, as the landlord did not attend the hearing, there was no oral request by the landlord for an order of possession. In the result, the notice to end tenancy for cause is hereby set aside, with the effect that the tenancy continues uninterrupted.

### Conclusion

The notice to end tenancy is hereby set aside.

The tenancy continues in full force and 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: November 06, 2012.

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Residential Tenancy Branch