



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

CNC

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated January 31, 2013.

Despite being served with the Notice of Hearing by registered mail verified by the Canada Post tracking number as having been sent on February 4, 2013, the landlord did not appear.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

The burden of proof is on the landlord to justify the Notice.

Background and Evidence

The tenant testified that the tenancy began in August 2012 and the current rent is \$850.00. A security deposit of \$425.00 was paid.

The One-Month Notice to Notice to End Tenancy for Cause, a copy of which was submitted into evidence, indicated that the tenancy was being terminated because:

- there are an unreasonable number of occupants in a rental unit;
- the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

The tenant testified that she did not agree with any of the allegations in the Notice because none of the allegations were detailed and there was no basis for them. The tenant testified that the landlord told her that the only reason he had issued the One Month Notice to End Tenancy for Cause was because the strata required that this be done under threat of fines against the landlord.

Documents submitted into evidence by the landlord supported the tenant's testimony. This evidence included a copy of a letter from the landlord to the strata council objecting to the strata's position in forcing him to evict the tenant.

The tenant seeks an order to confirm that the One-month Notice was cancelled.

Analysis

The burden of proof to justify the One-Month Notice issued under section 47 is on the landlord. However, this landlord did not appear at the hearing to give testimony and all of the evidence submitted supported the tenant's application to have the One-Month Notice to End Tenancy for Cause cancelled.

In light of the fact that the landlord has failed to sufficiently prove that any of the criteria listed under section 47 has been satisfied, I hereby order that the One-Month Notice to End Tenancy for Cause dated January 31, 2013 be cancelled.

Conclusion

The tenant is successful in the application and the One-Month Notice to End Tenancy for Cause is permanently cancelled and is of no force nor 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: February 27, 2013

Residential Tenancy Branch

