



# 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 by way of conference call in response to the tenant's application to cancel a One Month Notice to End Tenancy for cause.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on January 25, 2013. Mail receipt numbers were provided by the tenant in evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

Is the tenant entitled to cancel the Notice to End Tenancy?

### Background and Evidence

The tenant testifies that this tenancy started in March 2010. Rent for this unit is \$910.00 per month plus Hydro and rent is due on the 1<sup>st</sup> of each month.

The tenant testifies that the landlord served the tenant with a One Month Notice to End Tenancy for cause. This Notice was put through the tenants mail slot on January 18, 2013 and has an effective date of February 28, 2013. The Notice has been provided in evidence and shows one reasons entered to end the tenancy;

*The tenant or a person permitted on the property by the tenant has engaged in an illegal activity that has or is likely to cause*

*(i) Damage to the landlords' property*

*(ii) 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, or*

*(iii) Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.*

The tenant disputes the reason given on the One Month Notice and testifies that this is untrue.

### Analysis

In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that grounds exist (as set out on the Notice to End Tenancy) to end the tenancy. This means that if the landlord or a representative for the landlord does not appear at the hearing to give testimony and the landlord has provided no documentary evidence concerning the reason given on the Notice, then the landlord has not satisfied the burden of proof.

I further find that the One Month Notice provided in evidence is an older copy of a One Month Notice that is no longer in use and has information that is no longer valid. The Notice and is therefore deemed to be invalid.

As a result of the above it is my decision that the tenant's application is upheld.

Conclusion

The one Month Notice to End Tenancy for Cause dated January 17, 2013 is cancelled and the tenancy will continue.

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 14, 2013

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Residential Tenancy Branch

