



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and both landlords. The tenant had arranged to have a witness available but she was not called to provide testimony.

At the outset of the hearing the landlords clarified their names and based on their written submissions and their testimony I have amended the landlord's named as respondents in the tenant's Application.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began on August 1, 2012 as a 1 year fixed term tenancy for the monthly rent of \$750.00 due on the 1st of each month with a security deposit of \$375.00 paid.

The parties agree the landlord issued a 1 Month Notice to End Tenancy for Cause on February 10, 2013 with an effective vacancy date of April 1, 2013 citing 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 testified that they were not aware of illegal activity and did not realize that when they completed the form it required that an illegal activity was committed as part of the reason given to end the tenancy.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - i. Has caused or is likely to cause damage to the landlord's 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.

As per the landlord's testimony, I find the landlord has failed to establish that the tenant has committed an illegal act that has adversely affected the quiet enjoyment, security, or safety or physical well-being of another occupant of the property.

Conclusion

Based on the above, I cancel the 1 Month Notice to End Tenancy for Cause issued by the landlord on February 10, 2013 and find the tenancy remains in full force and with the rights and obligations of both parties effective until the tenancy ends in accordance with the *Act*.

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$50.00** comprised of the fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: March 11, 2013

Residential Tenancy Branch

