



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 Tenants' application cancel a *One Month Notice to End Tenancy for Cause* (the Notice) issued April 30, 2013 and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony and had an opportunity to be heard and respond to other party's submissions.

It was established that the Landlord received the Notice of Hearing documents on May 2, 2013.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The Landlord testified that she served the Notice upon the Tenants on April 30, 2013.

The Landlord stated that the Tenants are dealing drugs. She provided the name of a police officer and a police file number. The Landlord stated that she received a call from the police advising that she should evict the Tenants or the owner of the rental property might lose the property.

The Landlord stated that the police kicked in the walls and windows of the rental unit.

The Landlord said that the Tenants were good tenants in every other way and that they always paid their rent on time.

The Tenants denied causing any damage to the rental unit or causing any disturbance.

Analysis

When a landlord seeks to end a tenancy for cause, **the onus is on the landlord to provide sufficient evidence** that the tenancy should end for the reasons alleged on the notice to end the tenancy.

The Notice alleges the following:

Tenant has engaged in illegal activity that has, or is likely to:

- Damage the landlord's property
- Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

I find that the Landlord has **not provided sufficient evidence** of any illegal activity on the part of the Tenants; any damage caused to the rental unit as a result of any illegal activity; or that the Tenants adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord. Therefore, I find that the Notice is not a valid notice.

I grant the Tenants' application to cancel the Notice to End Tenancy. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenants have been successful in their application and I find that they are entitled to recover the cost of the \$50.00 filing fee from the Landlord.

Pursuant to the provisions of Section 72 of the Act, the Tenants may deduct **\$50.00** from future rent due to the Landlord.

Conclusion

The Notice to End Tenancy issued April 30, 2013, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenants may deduct **\$50.00** from future rent due to the Landlord in recovery of the cost of the filing fee for their Application.

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 29, 2013

Residential Tenancy Branch

