



Dispute Resolution Services

Page: 1

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 for cancellation of a 1 month notice to end tenancy for cause. The tenant attended and gave affirmed testimony. Also in attendance was the tenant's advocate.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package"), by registered mail, the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the package was "successfully delivered."

Issue(s) to be Decided

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

Background and Evidence

The unit which is the subject of this dispute is located in a 3 level house. The top level is rented by a family. The 2 bottom levels are rented by the tenant and 3 room-mates. Room-mate "JMK" is named as the landlord in the tenant's application for dispute resolution. The owners ("VC & "PY") do not live in the house.

There is no written tenancy agreement in evidence for the tenancy which is the subject of this dispute. The tenant testified that her particular tenancy began on June 26, 2010, and that the landlords named on her tenancy agreement are the owners of the property, as above. The tenant also testified that at the time when she entered into the tenancy agreement, a security deposit of \$220.00 was collected. Presently, the tenant's share of monthly rent is \$600.00.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy for cause dated June 17, 2013. A copy of the notice was submitted in evidence. The date shown on the notice by when the

tenant must vacate the unit is July 31, 2013. Reasons shown on the notice in support of its issuance are 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
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord

The tenant filed an application to dispute the notice on June 27, 2013.

While the tenant has named tenant “JMK” as the landlord in her application, for a variety of reasons she disputes that “JMK” is indeed the landlord.

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

For the purposes of this dispute, I make no findings in relation to whether or not “JMK” is the landlord as defined by the Act. However, as “JMK” is identified as the landlord in the 1 month notice to end tenancy for cause, as well as in the tenant’s application for dispute resolution, in this decision I refer to “JMK” as the landlord.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord was served with the hearing package in accordance with section 89 of the Act, which speaks to **Special rules for certain documents**.

Further, I find that the tenant was served with a 1 month notice to end tenancy for cause by date of June 17, 2013. The tenant filed her application to dispute the notice on June 27, 2013, which I find is within the 10 day period available for doing so under the Act.

There is no application for dispute resolution before me from the landlord. Neither is there a documentary submission before me from the landlord in response to the tenant’s application. For the aforementioned reasons, and in the absence of any appearance by the landlord at the hearing, although duly served, I find that the 1 month notice to end tenancy for cause must be set aside. In the result, the tenancy continues in full force and effect.

Conclusion

The 1 month notice to end tenancy for cause is hereby set aside, with the effect that the tenancy continues uninterrupted.

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: July 31, 2013

Residential Tenancy Branch

