



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47.

Service:

The Notice to End Tenancy is dated May 30, 2013 to be effective June 30, 2013 and the tenant confirmed it was served personally on her. The tenant /applicant gave evidence that she personally served the Application for Dispute Resolution on June 11, 2013. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Is the tenant entitled to any relief or has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy?

Background and Evidence

The landlord did not attend the hearing although served with the Application/Notice of Hearing. The undisputed evidence is that the tenancy commenced in November 2011, rent is \$600 a month including utilities and a security deposit of \$300 was paid. The tenant said the Notice was served for various causes including:

- a) The tenant has allowed an unreasonable number of occupants in the unit;
- b) The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The tenant says the Notice should be set aside as the allegations are wrong. She says she babysits a friend's child sometimes overnight but does not have frequent visitors. She enclosed some notes from the landlord complaining about her cleaning her bathroom in the early hours of the morning and about her babysitting and having someone live with her in the unit. On the other hand, she said the landlord is harassing her; he drinks and has good and bad days. She alleges he has turned off her hydro for periods of time and she had her internet withdrawn on March 2013 although her rent includes utilities and internet. She did not claim a monetary order or rent rebate on her Application but simply an order to cancel the Notice to End Tenancy. I advised her that

she must file another Application to claim any rent rebate or monetary order as the landlord must have notice of any claims against him.

Included with the evidence are some statements from the tenant and copies of notes from the landlord.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

As discussed with the tenant in the hearing, the onus is on the landlord to prove on a balance of probabilities that he has good cause to evict the tenant. I find the tenant's evidence credible that the landlord's allegations on the Notice to End Tenancy are incorrect and the landlord did not attend the hearing to support his reasons to end this tenancy.

I find insufficient evidence to support the Notice to End Tenancy. The Notice to End Tenancy dated May 30, 2013 is hereby set aside and the tenancy is reinstated. I find the tenant did not include in her Application a request for a monetary order or rebate of rent so the landlord has had no notice of this potential claim; therefore, no monetary relief is awarded to the tenant for the withdrawal of utilities or disturbance of her peaceful enjoyment.

Conclusion:

I HEREBY ORDER that the Notice to End Tenancy dated May 30, 2013 to be effective June 30, 2013 is set aside and the tenancy is reinstated. No filing fee is involved.

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 03, 2013

Residential Tenancy Branch

