



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*; served by registered mail on July 09, 2013. The tenant has established service of the hearing documents by providing the Canada Post tracking numbers 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 and the tenant's agent appeared and gave sworn testimony. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Is the tenant entitled to have the One Month Notice to End Tenancy set aside?

Background and Evidence

The tenant's agent testifies that the tenant was served with a One Month Notice to End Tenancy in person on July 01, 2013. A copy of the Notice has been provided in evidence. This Notice has an effective date of August 01, 2013 and gave two reasons to end the tenancy"

- 1) The tenant or a person permitted on the residential property by the tenant has
 - (ii) Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - (iii) Put the landlord's property at significant risk;

The tenant disputes these reasons and has provided evidence in the form of a disc in which the tenant's agent has recorded a conversation between a friend of the tenant and the landlord. In this conversation the landlord talks about wanting to evict the tenant in order to renovate the tenants unit. The landlord goes on to state that he cannot have people working on the unit if the tenant is still living in the unit. The landlord and the tenant's agent discuss other matters relating to the tenancy and the landlord agrees in this conversation that he did not put the reason on the Notice that the unit requires renovation.

Analysis

The landlord did not appear at the hearing to dispute the tenants' claims, despite having been given a Notice of the hearing; therefore, in the absence of the landlord, I have carefully considered the tenant evidence and sworn testimony before me of the tenants agent.

The landlord has not appeared at the hearing or given any sworn testimony to support the reasons given on the One Month Notice and it is clear from the tenants evidence that the reasons given on the Notice do not relate to the true reason the landlord has in ending this tenancy in order to renovate the unit. I therefore uphold the tenant's application to cancel the One Month Notice for cause.

Conclusion

The tenant's application is upheld. The one Month Notice to End Tenancy for Cause dated, July 01 , 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: August 09, 2013

Residential Tenancy Branch

