



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bonavista Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This was a hearing with respect to the tenant's application to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant called in and was assisted by his friend who acted as a translator.

Issue(s) to be Decided

Should the Notice to End Tenancy dated July 31, 2013 be cancelled?

Background and Evidence

The rental unit is an apartment in West Vancouver. The tenancy began on July 1, 2013. The monthly rent is \$980.00. On July 31, 2013 the landlord served the tenant with a one month Notice to End Tenancy for cause. The Notice to End Tenancy required the tenant to move out of the rental unit by August 31, 2013. The cause alleged by the Notice was that the tenant has engaged in illegal activity that has or is likely to jeopardize a lawful right or interest of another occupant or the landlord and on the ground that the tenant knowingly gave false information to a prospective tenant or purchaser of the rental unit or rental property. The tenant applied to dispute the Notice to End Tenancy on August 1, 2013.

At the hearing the landlord's representative testified that the landlord was seeking to end the tenancy because the tenant has significantly interfered with or unreasonably disturbed the another occupant or the landlord and has seriously jeopardized the health or safety or lawful right of another occupant or the landlord. The landlord's representative also said that the tenant provided false information to the landlord when applied to rent the unit ; he provided false information about his past employment and lied about his financial status.

The landlord's representative testified that the tenant has been late paying rent and part of his rent has been by social assistance and he has attempted to give the landlord third party cheques to pay his rent. The tenant has not paid rent for September and on September 4, 2013 the landlord personally served the tenant with a 10 day Notice to End Tenancy for unpaid rent.

At the hearing the landlord's representative acknowledged that the grounds stated in the one month Notice to End Tenancy are incorrect and that the landlord is not seeking to end the tenancy because of illegal activity or because the tenant has made false statements to a prospective renter or purchaser of the rental unit or rental property.

Analysis and Conclusion

The landlord has not established facts that support the ground alleged for ending the tenancy. I therefore order that the one month Notice to End Tenancy dated July 31, 2013 be, and is hereby cancelled. The tenancy will continue until ended in accordance with the provisions of the *Residential Tenancy Act*. The landlord is at liberty to issue a new Notice to End Tenancy for cause or to commence proceedings pursuant to the 10 day Notice to End Tenancy given to the tenant.

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: September 10, 2013

Residential Tenancy Branch

