



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is tenant entitled to have the notice set aside?

Background and Evidence

The tenancy began on or about August 15, 2003. Rent in the amount of \$781.00 is payable in advance on the first day of each month.

The landlord gave the following testimony:

The landlord stated that the tenant has engaged in illegal activity by selling crystal meth. The landlord issued a notice for cause to end the tenancy and seeks an order of possession.

The tenant gave the following testimony:

The tenant stated that he adamantly disputes the claims of the landlord. The tenant stated he is a long time resident and does not sell drugs.

Analysis

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. However, the parties agreed that the notice was issued on September 9, 2013 with an effective date of October 9, 2013. The basis for issuing the notice was that the tenant was engaging in illegal activity.

The landlord submitted one letter addressed to the Branch stating they had “sources” that confirms the tenant was dealing “crystal meth”. I do not find this one letter sufficient evidence to terminate the tenancy. Based on the very limited evidence submitted by the landlord I hereby set aside the One Month Notice to End Tenancy for Cause dated September 9, 2013 with an effective date of October 9, 2013, it is of no effect or force.

The tenant has been successful in his application.

Conclusion

The One Month Notice to End Tenancy for Cause dated September 9, 2013 with an effective date of October 9, 2013, it is of no effect or force. The tenancy continues uninterrupted on the original terms of the tenancy agreement.

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: October 23, 2013

Residential Tenancy Branch

