



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This is an application filed by the Tenant for an order to cancel a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence of the other party, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy?

Background and Evidence

Both parties agreed in their direct testimony that the Landlord served the Tenant with a 1 month notice to end tenancy issued for cause dated September 30, 2013 in person on September 30, 2013. The notice states an effective end of tenancy date of October 31, 2013. The notice also shows that 7 reasons for cause were selected.

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 of safety or lawful right of another occupant or the landlord.
- put the landlord's property at significant risk.

Tenant has engaged in illegal activity that has, or is likely to:

- damage the landlord's property.
- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
- jeopardized a lawful right or interest of another occupant or the landlord.

Tenant has assigned or sublet the rental unit/suite without landlord's written consent.

Both parties agreed that a form "k" was not signed by both parties in reference to abiding by the strata bylaws.

The Landlord states that the Tenant is underage and is drinking in the rental unit, but has not stated what law is being broken or that any complaints to the police have been reported resulting in charges. The Landlord also states that there is excessive noise complaints that occurred. The Tenant disputes this claim stating that after he received a verbal warning from the Landlord at the beginning of the tenancy in September, but has not caused any excessive noise since. The Landlord disputes this stating that there was noise caused by the Tenant between September 16 and 30th when the notice was issued. The Tenant disputes this. The Landlord also clarified in her direct testimony that the illegal sublet/assignment is that the Tenant has a roommate and that the legal occupants should be the Tenant and his father as listed on the signed tenancy agreement.

Analysis

I find based upon the evidence provided by both parties that the Landlord has failed to provide sufficient evidence to support the claim of ending the tenancy based upon the selections made for cause. The allegations brought forward by the Landlord are disputed by the Tenant and the Landlord has failed to provide any evidence to support the claims of any illegal activity or of excessive noise complaints. Both parties agreed that after the Tenant moved in that there was an occasion of excessive noise, but the Tenant has stated that no further complaints have been filed against him that he is aware of. The Tenant's application to cancel the notice to end tenancy issued for cause dated September 30, 2013 is granted. The notice is dismissed. The Tenancy shall continue.

Conclusion

The Tenant's Application is granted.

The notice is dismissed and the tenancy shall 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: November 13, 2013

Residential Tenancy Branch

