



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Preliminary Issues

The Tenant testified that the Landlord is known by a different first name than what is spelled on the 1 Month Notice. She also clarified that her rental unit is a self contained basement suite and she is not renting the entire house. Based on the foregoing I amended the style of cause of the application to include both known names for the Landlord and the designation of basement (BSMT) for the rental unit address, pursuant to section 64 (3)(c) of the *Act*.

Introduction

This hearing dealt with an Application for Dispute Resolution filed on January 6, 2014, by the Tenant to cancel a Notice to end tenancy issued for cause.

The Tenant submitted documentary evidence which indicates the Landlord was served with copies of her application for dispute resolution and Notice of dispute resolution hearing on January 6, 2014, by registered mail. Canada Post receipts were provided in the Tenant's evidence. Based on the submissions of the Tenant I find the Landlord is deemed served notice of this proceeding on January 11, 2014, five days after it was mailed, in accordance with section 90 of the *Act*; therefore I proceeded in the absence of the Landlord.

Issue(s) to be Decided

Should the 1 Month Notice to end tenancy issued December 30, 2013, be upheld or cancelled?

Background and Evidence

The Tenant testified that the parties executed a written tenancy agreement for a month to month tenancy that commenced on October 15, 2012. The Tenant is required to pay rent of \$750.00 on the first of each month. A few days prior to October 15, 2012, the Tenant paid \$375.00 as the security deposit and no move in condition inspection report form was completed.

The Tenant stated that the Landlord personally served her the 1 Month Notice on December 30, 2013, for the reason that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonable disturbed another occupant or the landlord. She argued that such concerns were never brought to her attention prior to being served with the Notice.

In closing, the Tenant advised that the Landlord contacted her to find out if she would be proceeding with the hearing. After she told him she would be proceeding he asked if she would sign a mutual agreement to end the tenancy. She refused to agree to end the tenancy and she continues to reside in the unit.

Analysis

Upon review of the 1 Month Notice to End Tenancy issued December 30, 2013, I find the Notice to be completed in accordance with the requirements of section 52 of the Act and I find that it was served upon the Tenant in a manner that complies with section 89 of the Act.

The Notice was issued pursuant to Section 47(1) of the Act for the following reasons:

- Tenant or a person permitted on the property by the tenant has:
 - Significantly interfered with or unreasonable disturbed another occupant or the landlord

When considering a 1 Month Notice to End Tenancy for Cause the Landlord has the burden to provide sufficient evidence to establish the reasons for issuing the Notice to End Tenancy.

Given the undisputed evidence before me, in the absence of any evidence from the Landlord who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Tenant. Accordingly, I find the Landlord failed to prove the reasons for issuing the Notice, and it is hereby cancelled.

Conclusion

I HEREBY CANCEL the 1 Month Notice to end tenancy issued December 30, 2013, and it is of no force or effect.

This tenancy will continue until such time as it is ended in accordance with the *Residential Tenancy Act*.

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: February 19, 2014

Residential Tenancy Branch

