



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sunnyside Villas Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Codes: CNC

### Introduction

The tenant has applied for An order pursuant to section 47(4) of the Residential Tenancy Act to set aside a Notice of End a Residential Tenancy March 4, 2014 and setting the end of tenancy for April 7, 2007. Only the tenant and his representative attended the hearing.

### Issue(s) to be Decided

Is the tenant entitled to an Order cancelling the Notice to End the Tenancy?

### Background and Evidence

Based upon the evidence of the applicant I find that the Application for Arbitration/Notice of Hearing was personally served on the landlord on March 11, 2014 by delivering it to the landlord's property manager. The landlord failed to attend the hearing.

### Analysis

The Notice to End a Residential Tenancy relies on sections 47(1)(d) and (e) of the Residential Tenancy Act. That section provides as follows:

#### **Landlord's notice: cause**

**47** (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of occupants in a rental unit;
- (d) the tenant or a person permitted on the residential property by the tenant has

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - (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;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
- (i) has caused or is likely to cause damage to the landlord's property,
  - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

Once a tenant disputes a Notice to End a Tenancy it is the landlord who has the burden on the balance of probabilities to establish cause. Here the landlord failed to attend the hearing for the duration of seventeen minutes. I have accordingly found that the landlord failed to establish cause and have cancelled the Notice to End the Tenancy.

### Conclusion

I have cancelled the Notice to End the Tenancy dated March 4, 2014. The tenancy is confirmed. The tenant will recover the \$ 50.00 filing fee by either deducting that amount from his next month's rent or enforcing a monetary Order in Small Claims Court for that amount. This Decision and Order must be served on the landlord as soon as possible.

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: April 28, 2014

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Residential Tenancy Branch

