



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0588848 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, FF

### Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the tenant been involved in illegal activity that would warrant ending the tenancy?

### Background and Evidence

The landlords testified that when they gave the Notice to End Tenancy they checked off the following boxes because they believe the tenant's actions are doing the following:

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

The landlords further testified however that they are not implying that the tenant is involved in any illegal activity.

### Analysis

The boxes that the landlords have checked off on the Notice to End Tenancy specifically relate to illegal activity, and it even states the following:

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
- jeopardize the lawful right or interest of another occupant or the landlord

In this case however the landlords have stated that they are not implying that the tenant is involved in any illegal activity, and therefore it is my finding that the boxes they have checked off on the Notice to End Tenancy are the incorrect boxes for the reasons they believe they have for ending this tenancy.

### Conclusion

This Notice to End Tenancy is therefore set aside and this tenancy continues.

I further Ordered, that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore deduct \$50.00 from future rent payable to the landlord.

After I gave my decision, the applicant claimed that she had also applied for \$1000.00 compensation for harassment; however I have reviewed the file and there is nothing on the Application for Dispute Resolution requesting a monetary claim. I therefore did not deal with the tenants request for \$1000.00 compensation for harassment.

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 01, 2014

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Residential Tenancy Branch

