



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROCO INVESTMENTS
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: CNC

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated December 9, 2010 and also seeking reimbursement for a portion of the cost of filing in the amount of \$30.00.

Despite serving the Notice of Hearing by leaving it with the landlord on April 13, 2014, only the tenants appeared and the landlord did not participate in the hearing. .

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenant testified that the tenancy began in 2009 and the current rent is \$750.00. A

The One-Month Notice to Notice to End Tenancy for Cause, a copy of which was in evidence, indicated that the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and also that the tenant had engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord..

The tenant testified that he did not agree with the allegations in the Notice. The tenant testified that the landlord had already given them an unsupported One-Month Notice without disclosing any contact information for the landlord in the past.

The tenant still seeks an order to cancel this latest One-month Notice to End Tenancy for Cause issued on March 31, 2014.

Analysis

The burden of proof to justify the One-Month Notice served on the tenant under section 47 is on the landlord. However, this landlord did not appear at the hearing to provide testimony nor were any evidentiary submissions submitted by the landlord.

In light of the fact that the landlord has failed to sufficiently prove that any of the criteria listed under section 47 has been satisfied, I find that the One-Month Notice to End Tenancy for Cause dated March 31, 2014 must be cancelled.

Based on the above, I hereby order that the One-Month Notice to End Tenancy of March 31, 2014 be cancelled and of no force nor effect.

Conclusion

The tenant is successful in the application and the One-Month Notice to End Tenancy for Cause is cancelled.

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: June 03, 2014

Residential Tenancy Branch

