



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with an application by the tenant to cancel a One Month Notice to End Tenancy For Cause (the Notice), dated May 15, 2014, with an automatically adjusted effective date of June 30, 2014 [Section 53 – Residential Tenancy Act (the Act)].

Both parties attended and participated in the hearing.

At the outset the landlord requested an Order of Possession. It must be noted that in this type of application, the burden of proof rests with the landlord to provide evidence that the Notice was validly issued for stated and sufficient reasons.

Issue(s) to be Decided

Is the notice to end tenancy valid and issued for valid reasons?
Should the Notice to End dated May 15, 2014 be set aside?
Is the landlord entitled to an Order of Possession?

Background and Evidence

The tenant submitted a copy of the Notice to End. The landlord did not advance or provide any document evidence to this matter. The Notice to End contained solely the names of the parties and was improperly dated and improperly filled out. The Notice was issued for the following reasons;

- Tenant or person permitted on the property by the tenant has put the landlord's property at significant risk*
- Tenant has 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 disputes the Notice to End.

The landlord claims that they have been given a local government Order for the rental unit to be vacated, therefore the landlord provided their Notice so as to end the tenancy.

Analysis

In this type of application, the burden of proof rests with the landlord to provide evidence that the Notice was validly issued for stated and sufficient reasons. The landlord has not met their burden in this matter. I find that the landlord has not provided any evidence that the Notice to End was issued for the reasons stated in the notice to end. Rather, the landlord testified they issued their Notice to end as they require the tenancy to end so as to comply with a government order. As a result I am unable to establish that the landlord issued the tenant a valid Notice to End. Therefore, **I Order** the Notice to End dated May 15, 2014 is **cancelled, or set aside**.

The landlord is at liberty to issue another *new* valid Notice to End for *valid* reasons.

Conclusion

The tenant's application is granted. The landlord's Notice to End is **set aside and is of no effect**. The tenancy continues.

This Decision is final and binding on both parties.

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: July 14, 2014

Residential Tenancy Branch

