



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRUTONE PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **Decision**

### **Dispute Codes:**

CNC, FF

### **Introduction**

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated May 30, 2014 and reimbursement for the \$50.00 cost of the application.

Despite being served with the Notice of Hearing in person on June 13, 2014, the landlord did not appear and the hearing proceeded in the absence of the respondent landlord.

### **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 January 2009.

The One-Month Notice to Notice to End Tenancy for Cause, a copy of which was submitted into evidence, indicates that the tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant, or, put the landlord's property at significant risk. The Notice also indicated that the tenant engaged in illegal activity that has caused or is likely to cause damage to the landlord's property and is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, that the tenant caused extraordinary damage to a rental unit or residential property and that the tenant refused to repair damage to the site within a reasonable time.

The tenant testified that they did not agree with the allegations in the Notice. The tenant is requesting an order to cancel the One-month Notice to End Tenancy for Cause.

### **Analysis**

The burden of proof to justify the One-Month Notice issued under section 40(4) is on the landlord. However, this landlord did not appear at the hearing to give testimony nor was any evidence 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 40(4) of the Manufactured Home Park Tenancy Act has been satisfied, I find that the One-Month Notice to End Tenancy for Cause dated May 30, 2014 is not supported and therefore must be cancelled.

Based on the above, I hereby order that the One-Month Notice to End Tenancy of May 30, 2014 be cancelled and of no force nor effect.

I find that the tenant is entitled to be reimbursed the \$50.00 cost of filing this application. I hereby order that the tenant deduct \$50.00 from the next pad rental payment owed to the landlord as a one-time abatement.

### **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: July 31, 2014

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Residential Tenancy Branch

