



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking an order to cancel a one month Notice to End Tenancy issued by the Landlords for alleged cause.

The Tenant appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Tenant provided in evidence a copy of the 1 Month Notice to End Tenancy for Cause, dated August 22, 2014. Handwritten on the document is a notation which confirms the 1 Month Notice was delivered August 23, 2014.

The Tenant testified that on August 29, 2014, she personally served the Tenant's Application for Dispute Resolution, the Notice of this Hearing, and her evidence (the "Application Materials") on the Landlords at their residence.

She stated that approximately 1 week later the Landlords denied receiving the Application Materials and served her with a second 1 Month Notice to End Tenancy for Cause, dated August 31, 2014 (the "Second 1 Month Notice").

The Tenant testified that she then served an Amended Tenant's Application for Dispute Resolution on the Landlords, as well as the Notice of this Hearing, by registered mail on September 4, 2014. Introduced into evidence was a copy of the registered mail receipt and tracking number.

Despite this, no one appeared on behalf of the Landlords. I find the Landlords have been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Is the Notice to End Tenancy valid or should it be cancelled?

Background and Evidence

The Tenant testified that when she moved into the rental unit, the carpet in the bedroom was very dirty. She asked the Landlords to clean the carpet and they assured her that they would. The Landlords then went on a holiday and while they were gone, the Tenant noticed a significant wet area on the carpet. She believes that the moisture on the carpet originated from the upstairs where the Landlords reside.

She testified that when the Landlords returned from their holiday, the Landlord, R.R., came into her unit to inspect the water issue. She stated that R.R. became very angry and began yelling at her in front of her grandchildren who were visiting. The Tenant said she was surprised by R.R.'s reaction and that he accused her of operating a babysitting service in the rental unit. The Tenant denied babysitting and stated that she was merely enjoying the company of her grandchildren.

The Tenant submitted evidence that she was served with the first one month Notice to End Tenancy by the Landlord on August 23, 2014 and a second on August 31, 2014; both notices have an effective date of September 30, 2014 (collectively referred to as the "Notices"). The Notices indicate the Landlords is alleging they have cause to end the tenancy and cite as reasons the Landlords allegation that she is operating a babysitting service, that she caused the flood in the basement by changing the plumbing, and that the Landlords must do extensive repairs.

The Tenant denied the allegations contained in the Notices. She testified she had received no warning letters or other evidence from the Landlord regarding the alleged cause to end the tenancy.

Analysis

Based on the above, the uncontradicted evidence and testimony of the Tenant, and on a balance of probabilities, I allow the Application of the Tenant and **I order that both Notices to End Tenancy are cancelled and are of no force or effect.**

I find there has been no evidence provided from the Landlord to support the Notice. Therefore, I find the Notices are not valid and must be cancelled.

This tenancy will continue until it is ended in accordance with the Act.

This decision is final and binding on the parties, except as provided under the Act, and 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: September 24, 2014

Residential Tenancy Branch

