



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

CNC

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The Tenant stated that on July 28, 2014 she observed her mother personally serve the Landlord's wife with the Application for Dispute Resolution and the Notice of Hearing at the Landlord's home. The Tenant stated that the Landlord's wife frequently represents the Landlord in matters relating to the tenancy and I therefore find that she is an agent for the Landlord. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Landlord did not appear at the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, be set aside?

### Background and Evidence

The Tenant stated that this tenancy began approximately one year ago.

The Tenant stated that on July 06, 2014 the Landlord's wife personally served her with a Notice to End Tenancy for Cause, which declared that she must vacate by July 31, 2014. The reasons stated for the Notice to End Tenancy were that the Tenant has allowed an unreasonable number of occupants in the unit; that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; that the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant; that the Tenant has engaged in illegal activity that has, or is likely to, jeopardize a lawful right or interest of another occupant or the landlord; and that the Tenant has assigned or sublet the rental unit without written consent.

The Tenant stated that all of the allegations in the Notice to End Tenancy are untrue.

Analysis

As the Landlord has failed to submit evidence or provide testimony that establishes grounds to end this tenancy pursuant to section 47 of the Act, I grant the Tenant's application to set aside the Notice to End Tenancy for Cause that she received on July 06, 2014.

Conclusion

As I have set aside the One Month Notice to End Tenancy, this tenancy will continue until it is ended in accordance with the *Act*.

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: September 09, 2014

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Residential Tenancy Branch

