



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORDON VILLA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenants on September 16, 2014, to cancel a 1 Month Notice to end tenancy for cause

The hearing was conducted via teleconference and was attended by both Tenants. C.H. was attending to their child so all of the testimony was provided by P.V. Therefore, for the remainder of this decision, terms or references to the Tenants importing the singular shall include the plural and vice versa.

No one appeared at the hearing on behalf of the Landlord. The *Residential Tenancy Branch* (RTB) record indicates the Landlord called the RTB on October 27, 2014 requesting to cancel this proceeding. The Landlord was advised that she could not cancel the hearing because it pertained to the Tenants' application. Based on the foregoing, I find the Landlord had been served notice of this hearing and I continued in her absence.

Issue(s) to be Decided

Should the 1 Month Notice to end tenancy issued September 13, 2014 be upheld or cancelled?

Background and Evidence

The Tenants confirmed that they had submitted documents to be placed on their file but noted that they were aware that these documents would not be considered as evidence because they were not served upon the Landlord.

The Tenant testified that he has resided in the rental property since July 1, 2012 and B.L. has been the resident manager since before they moved into the building. The Tenant stated that they have attended two previous dispute resolution hearings and they have been issued a total of 4 eviction notices.

The Tenant provided a copy of the 1 Month Notice to end tenancy that was issued pursuant to Section 47(1) of the Act for the following reasons:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

The Tenant stated that they do not know why this Notice was issued as they have no idea what term they allegedly breach. He said they are very concerned that the Landlord can continue to issue them eviction notices and the process with the Residential Tenancy Branch is not working. He said that they have decided to file a claim with another tribunal in hopes that they can get the Landlord's behaviour to stop as it has caused them an excessive amount of stress.

Analysis

Upon review of the 1 Month Notice to End Tenancy, I find the Notice to be completed in accordance with the requirements of section 52 of the Act. Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove the tenancy should end for the reason(s) indicated on the Notice.

In absence of evidence submitted by the Landlord to support issuance of the 1 Month Notice dated September 13, 2014, I find the Landlord has not met the burden of proof to uphold the Notice. Accordingly, I grant the Tenants' application and the Notice is hereby cancelled.

I caution the Landlord that under section 95(2) of the Act, any person who coerces, threatens, intimidates or harasses a tenant from making an application under the Act, or for seeking or obtaining a remedy under the Act, may be found to have committed an offence and is subject to a fine or administrative penalty. I further caution that if a landlord is found to be harassing a tenant by repeatedly issuing unsubstantiated eviction notices the tenant may be entitled to seek monetary compensation for aggravated damages.

Conclusion

The 1 Month Notice to end tenancy for cause, issued September 13, 2014, is HEREBY CANCELLED, and is of no force or effect. This tenancy remains in effect until such time as it is cancelled in accordance with the *Residential Tenancy 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: November 07, 2014

