



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on September 29, 2014 to cancel a 1 Month Notice to end tenancy issued for cause.

The hearing was conducted via teleconference and was attended by the Tenant who provided affirmed testimony that the Landlord was personally served with notice of this proceeding and a copy of his application for dispute resolution on September 29, 2014, in the presence of a witness. Based on the submission of the Tenant I find the Landlord was sufficiently served notice of this proceeding in accordance with section 89 of the Act, and I proceeded in the Landlord's absence.

Issue(s) to be Decided

- 1) Has the Landlord provided sufficient evidence to uphold the 1 Month Notice issued September 26, 2014?
- 2) If not, should the 1 Month Notice issued September 26, 2014 be cancelled?

Background and Evidence

The Tenant testified that the parties executed a written tenancy agreement for a fixed term tenancy that commenced on June 1, 2012 that switched to a month to month tenancy after one year. The Tenant is required to pay rent of \$675.00 on the first of each month and approximately May 15, 2012 the Tenant paid \$337.50 as the security deposit plus \$200.00 as the pet deposit.

The Tenant submitted a written statement which indicated that when he approached the manager on September 25, 2014 about the presence of cockroaches an argument ensued. The next day he said he was served with the eviction notice.

There was no evidence submitted to defend or support the issuance of the 1 Month Notice issued September 26, 2014, as no one on behalf of the Landlord was in attendance at the hearing.

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 and I find that it was served upon the Tenant in a manner that complies with section 89 of the Act.

The Notice was issued pursuant to Section 47(1) of the Act for the following reasons:

- Tenant or a person permitted on the property by the tenant has:
 - Seriously jeopardized the health or safety or lawful right of another occupant or the landlord
 - Put the Landlord's property at significant risk

When considering a 1 Month Notice to End Tenancy for Cause the Landlord has the burden to provide sufficient evidence to establish the reasons for issuing the Notice to End Tenancy. In the absence of any submissions or evidence from the Landlord to support the issuance of the Notice, I hereby find in favor of the Tenant's application to cancel the 1 Month Notice.

Conclusion

The 1 Month Notice to end tenancy issued September 26, 2014, is HEREBY CANCELLED and is of no force or effect. This tenancy continues until such time as 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: November 18, 2014

Residential Tenancy Branch

