



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Landrise Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LAT, FF

Introduction

This is an application for an order to cancel a Notice to End Tenancy that was given for cause, and a request for recovery of the \$50.00 filing fee.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by personal service on February 15, 2015 however the respondent(s) did not join the conference call that was set up for the hearing.

It is my finding that the respondents have been properly served with notice of today's hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not to cancel a Notice to End Tenancy that was given for cause.

Background and Evidence

On February 5, 2015 the tenant received a one-month Notice to End Tenancy listing the following reason:

- Tenant or person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The tenant stated that he was given this notice because he had changed the locks at the rental unit, however before even receiving the notice he changed the locks back to the original locks and had informed the landlord that he had done so.

The tenant further stated he had originally changed the locks because the landlord had posted a notice that people, who were not tenants, were accessing the building and he feared for his security.

The tenant is asking that this notice be canceled, as he had already complied with the landlords request before the notice was given.

Analysis

As stated above, the landlord did not attend the hearing to give any evidence for the reasons given for the Notice to End Tenancy, however I accept the tenant's testimony that he has complied with all requests by the landlord and reinstalled the original locks.

I therefore allow the request to cancel the Notice to End Tenancy, and the request for recovery of the filing fee.

Conclusion

The one-month Notice to End Tenancy dated February 5, 2015 is hereby canceled and this tenancy continues.

I further order that the landlord/respondents bear the cost of the filing fee paid for this hearing, and I therefore Order that the tenant may make a one-time \$50.00 deduction from future rent payable to the landlords.

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: March 09, 2015

Residential Tenancy Branch