



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Northstar International Motor Hotel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a One Month Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The tenancy began on or about October 1, 2014. Rent in the amount of \$450.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$225.00.

The landlord issued a One Month Notice to End Tenancy for Cause on February 3, 2015 with an effective date of March 5, 2015. The landlord issued the notice on the grounds that the tenant has allowed an unreasonable number of occupants in the suite, the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, the tenant has seriously jeopardized the health and safety or lawful right of another occupant or the landlord, the tenant has put the landlords property at risk and that the tenant has engaged in illegal activity that has or is likely to damage the landlords property.

The agent for the landlord stated that the tenant has threatened and assaulted people. The agent for the landlord stated that the tenant has thrown items out of his window injuring people below. The agent for the landlord stated that "there is some kind of dealing going on in his room". The agent for the landlord stated that the tenant has been arrested by the police several times.

The agent for the tenant stated that the tenant disputes all of the allegations. The agent for the tenant stated that the landlord has failed to provide any documentary evidence for this hearing to support their claim and that the notice should be set aside.

Analysis

When a landlord issues a notice under Section 47 they bear the responsibility of providing sufficient evidence for the issuance of that notice. The agent for the landlord had no firsthand knowledge of the events as alleged. In addition, the landlords' agent did not submit any letters of complaint, police reports, or any evidence that would support police involvement or the grounds on which the issued the notice. Based on the insufficient evidence before me I must set aside the notice dated February 3, 2015 with an effective date of March 5, 2015. The notice is of no effect or force, the tenancy continues.

Conclusion

The tenant has been successful in their application. The One Month Notice to End Tenancy for Cause dated February 3, 2015 with an effective date of March 5, 2015 is hereby set aside, the notice is of no effect or force. The tenancy continues.

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 04, 2015

Residential Tenancy Branch

