



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Brown Bros. Agencies Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This Hearing dealt with the Tenant's application filed May 25, 2015, to cancel a *One Month Notice to End Tenancy for Cause* issued May 22, 2015 (the Notice).

The Tenant and his advocate gave affirmed testimony at the Hearing.

The Tenant's advocate testified that she and the Tenant together served the Landlord with the Notice of Hearing documents by handing the documents to the Landlord's agent at the Landlord's place of business on May 25, 2015. The Tenant's advocate stated that she informed the Landlord's agent of what the documents were.

The Tenant's advocate testified that she and the Tenant together served the Landlord with copies of the Tenant's documentary evidence by handing the documents to the Landlord's agent at the Landlord's place of business on June 12, 2015. The Tenant's advocate stated that she informed the Landlord's agent of what the documents were.

I am satisfied that the Landlord was duly served with the Notice of Hearing documents and copies of the Tenant's documentary evidence. Despite being served, the Landlord did not sign into the Hearing, which remained open for 15 minutes. The Hearing continued in the Landlord's absence.

### **Issue to be Decided**

- Should the Notice be cancelled?

### **Background and Evidence**

A copy of the Notice was provided in evidence. The Tenant disputes all of the reasons given on the Notice for ending the tenancy.

The Tenant's advocate stated that this is the second Hearing with respect to a Notice to End Tenancy for Cause issued against the Tenant for the same reasons as the Notice he is disputing today. The Tenant provided a copy of a previous Decision in evidence. She stated

that it is stressful for the Tenant to receive Notices to End the Tenancy and prepare for a Hearing which the Landlord does not attend.

### **Analysis**

The Notice indicates the following reasons for ending the tenancy:

1. Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord; and
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
2. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

When a tenant seeks to cancel a notice to end the tenancy, the onus is on the landlord to provide sufficient evidence that the tenancy should end for the reasons provided in the notice. In this case, I find that the Landlord provided no oral testimony or documentary evidence to support the Notice and the Tenant denies all of the Landlord's allegations on the Notice.

For the reasons set out above, I find that the Notice is not a valid notice to end the tenancy and it is canceled. The tenancy will continue until it is ended in accordance with the provisions of the Act.

Based on the Tenant's advocates remarks during the Hearing, I caution the Landlord that issuing further notices to end the tenancy for cause and then failing to attend a hearing scheduled on the Tenant's application to cancel such notice (despite being served with notice of the hearing), may be construed as breaching the Tenant's right to quiet enjoyment of the rental unit.

### **Conclusion**

**The Notice to End Tenancy issued May 22, 2015, is cancelled.** The tenancy remains in full force and effect until it is ended in accordance with the provisions of 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: July 09, 2015

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Residential Tenancy Branch

