



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a One Month Notice to End Tenancy for Cause.

The Tenant stated that on June 01, 2015 the Application for Dispute Resolution, the Notice of Hearing and a copy of the Notice to End Tenancy were personally served to the Landlord by a third party. He stated that he was present when these documents were served and he observed the Landlord throw them on the ground. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Landlord did not appear at the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Tenant stated that on May 20, 2015 the Landlord personally served him with a One Month Notice to End Tenancy for Cause. He stated that he also received a copy of this Notice in the mail on May 20, 2015.

The One Month Notice to End Tenancy, which was submitted in evidence, declared that the Tenant must vacate the rental unit by June 19, 2015. The reasons cited for ending the tenancy on the Notice to End Tenancy were that:

- the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- the Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk; and
- the Tenant has breached a material term of the tenancy.

The Landlord did not attend the hearing in support of the Notice to End Tenancy for Cause. The Tenant disputes all of the reasons for ending the tenancy that are cited on the Notice to End Tenancy.

Analysis

When a landlord wishes to end a tenancy pursuant to section 47 of the *Act*, the landlord bears the burden of proving there are grounds to end the tenancy. As the Landlord did not attend the hearing to establish that he has grounds to end the tenancy, I find that I must set aside this Notice to End Tenancy.

Conclusion

As the Landlord has failed to establish grounds to end this tenancy, I grant the Tenant's application to set aside the One Month Notice to End Tenancy. This tenancy shall continue until 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: July 15, 2015

Residential Tenancy Branch

