



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on July 3, 2015 seeking to cancel a 1 Month Notice to end tenancy for cause.

I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each person was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

The hearing was conducted via teleconference and was attended by the Tenant, his Witness, and his Assistant. No one was in attendance for the Landlord. Each person in attendance gave affirmed testimony.

The Witness testified that on July 7, 2015 he called the Landlord (Building Manager) and asked how he would like to receive a copy of the Tenant's application for Dispute Resolution and the Notice of hearing documents. The Witness stated that the Landlord instructed him to leave them at the office by sliding the documents under the office door. The Witness submitted that he slid the documents under the office door on July 7, 2015.

Based on the submissions of the Witness, I find the Landlord was sufficiently served notice of this proceeding in accordance with section 89 of the *Act*. Therefore, I proceeded in absence of the Landlord.

Issue(s) to be Decided

1. Should the 1 Month Notice to end tenancy issued July 2, 2015 be upheld or cancelled?

Background and Evidence

The Tenant testified that he entered into a month to month tenancy agreement that began in April or May 2014. His current rent is \$462.00 and is payable on the first of each month.

The Tenant submitted evidence that he received the 1 Month Notice to end tenancy for cause on July 2, 2015.

There was no evidence submitted from the Landlord to indicate the reasons for issuing the Notice.

Analysis

The *Residential Tenancy Act* (the *Act*), the *Regulation*, and the Residential Tenancy Branch Policy Guidelines (Policy Guideline) stipulate provisions relating to these matters as follows:

Regarding a Landlord's Notice to End a Tenancy

Section 47(1)(d) of the *Act* provides that a landlord may end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- (iii) put the landlord's property at significant risk;

Section 47(1)(e) of the *Act* provides that a landlord may end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

- (i) has caused or is likely to cause damage to the landlord's property,
- (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
- (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

After careful consideration of the foregoing and on a balance of probabilities I find as follows:

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove the tenancy should end for the reason(s) indicated on the Notice. Where more than one reason is indicated on the Notice the landlord need only prove one of the reasons.

In absence of any submissions from the Landlord, I find there were insufficient reasons for issuing the 1 Month Notice dated July 2, 2015. Accordingly, I grant the Tenant's application and the Notice is cancelled.

Conclusion

The Tenant was successful with his application and the 1 Month Notice to end tenancy issued for cause on July 2, 2015 was cancelled and is of no force or effect.

This tenancy remains in full force and effect 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: August 20, 2015

Residential Tenancy Branch

