



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

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

The Tenant stated that on July 23, 2015 or July 24, 2015 he personally served the Landlord with the Application for Dispute Resolution and the Notice of Hearing. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *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 July 13, 2015 a One Month Notice to End Tenancy for Cause was personally served to him, which declared that he must vacate the rental unit by August 31, 2015. The reasons cited on the Notice to End Tenancy for ending the 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 and the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant or the Landlord.

The Tenant stated that he does not believe he has disturbed the Landlord or any occupant of the residential complex and he does not believe the tenancy should end.

Analysis

Section 47 of the *Residential Tenancy Act (Act)* authorizes landlords to end a tenancy for a variety of reasons. When a tenant disputes a Notice to End Tenancy for Cause,

pursuant to section 47(4) of the *Act*, the burden of proving there are grounds to end a tenancy rests with the landlord.

On the basis of the testimony of the Tenant, who stated that he does not believe he has unreasonably disturbed the Landlord or any occupant of the residential complex and in the absence of any evidence from the Landlord, I find that the Landlord has failed to establish grounds to end this tenancy. I therefore grant the Tenant's application to set aside the One Month Notice to End Tenancy that declares he must vacate the rental unit by August 31, 2015.

Conclusion

As I have determined that the Landlord has failed to establish grounds to end this tenancy pursuant to section 47 of the *Act*, I set aside the One Month Notice to End Tenancy and I order that this tenancy 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: September 28, 2015

Residential Tenancy Branch

