



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNC

### Introduction

This face-to-face hearing was scheduled in response to the tenant's application for cancellation of a 1 month notice to end tenancy for cause. The tenant attended and gave affirmed testimony. The tenant was accompanied by her advocate. No one appeared for the landlord.

The tenant testified that she personally served the landlord's agent (the "landlord") with her application and the notice of hearing (the "hearing package"). Based on the affirmed / undisputed testimony of the tenant, I find that the landlord has been duly served in accordance with section 89 of the Act, which addresses **Special rules for certain documents**.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is 1 of what are 180 units located within a 3 storey building.

Pursuant to a written tenancy agreement the tenancy began in January 2012. Monthly rent of \$850.00 is due and payable in advance on the first day of each month, and a security deposit of \$425.00 was collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated July 29, 2015. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant

must vacate the unit is August 31, 2015. Reasons identified on the notice in support of its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord

The tenant filed an application to dispute the notice on August 06, 2015. While there is no application or other documentary evidence before me from the landlord with respect to this hearing, the tenant testified that as a result of an application for dispute resolution filed by the landlord, yet another hearing is scheduled in December 2015.

### Analysis

Section 47 of the Act provides in part as follows:

47(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (d) 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...

Section 47 of the Act further provides that a tenant “may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.” Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the tenant filed an application to dispute the notice within the 10 day period available for doing so after receiving the notice.

The tenant disputes that she has conducted herself in any way that is characterized by the statutory provisions set out above in section 47 of the Act, and identified on the landlord's 1 month notice to end tenancy for cause.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, and in the absence before me of a cross application or documentary evidence or testimony from the landlord for this hearing, the landlord's 1 month notice to end tenancy for cause is hereby set aside, and the tenancy continues uninterrupted.

### Conclusion

The 1 month notice to end tenancy dated July 29, 2015 is hereby set aside.

The tenancy continues in full force and effect.

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: October 20, 2015

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Residential Tenancy Branch

