



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOOKOUT EMERGENCY AID SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC OPC

Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for cause dated September 30, 2015 to be effective October 31, 2015. Both parties were present at the hearing and confirmed personal service of the Notice to End Tenancy and the Application for Dispute Resolution. However, the landlord said they received none of the tenant's evidence. She said it was delivered to them but there has been a change in management since then. The landlord provided no documents for evidence.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed the tenancy began July 2011, the current rent is \$391 and a security deposit of \$187.50 was paid. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- a) The tenant or a person permitted on the property by her has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- b) The tenant has put the landlord's property at significant risk; and
- c) The tenant has allowed an unreasonable number of occupants in the unit.

The landlord's representatives said they were at a significant disadvantage for management has changed recently and the tenant requested her file so they do not have access to complete records of the tenant's history. They said the 'unreasonable number of occupants' mainly applied to the tenant's boyfriend but he has since left. When describing the causes for ending the tenancy, the representatives described situations involving broken windows and Police visits and charges which all occurred in October 2015, subsequent to the Notice to End Tenancy. They also described some problematic interactions with other tenants but again, these occurred after the Notice to End Tenancy.

The tenant provided many letters of support which cited her volunteer work in the building and her success in school. She denied allegations of the landlord and pointed

out that they had provided no documentary evidence of her wrongdoing. She said she has another hearing on January 6, 2016 about her concerns with harassment and rent.

In evidence is the Notice to End Tenancy, letters supporting her, statements regarding other residents bothering her, her Certificates of Achievement and Accomplishment in 2014 and 2015, the tenancy agreement and addendums.

Analysis:

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes it.

The onus of proof on the balance of probabilities is on the landlord to prove they have good cause to end the tenancy. I find the landlord was not able to satisfy the onus. All the evidence they provided orally in the hearing was of events that occurred after the date of the Notice to End Tenancy. As explained to them in the hearing, events occurring subsequent to the issuance of the Notice are not reasons for the issuance of the Notice but may be grounds for issuing a future Notice. I find insufficient evidence of cause prior to September 30, 2015 for ending the tenancy. Therefore, I set aside the Notice to End Tenancy dated September 30, 2015. The tenancy continues.

Conclusion:

I hereby order that the Notice to End Tenancy dated September 30, 2015 is set aside and cancelled. The tenancy is reinstated and continues.

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: December 17, 2015

Residential Tenancy Branch

