



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for an order cancelling a notice to end the tenancy for cause.

The tenant attended the hearing with a legal advocate and gave affirmed testimony, however, no one for the landlord attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participants who joined the call were the tenant and the tenant's legal advocate. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on October 22, 2015 and has provided a copy of a Canada Post cash register receipt bearing that date as well as a copy of a Registered Domestic Customer Receipt, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenant testified that this month-to-month tenancy began on October 1, 2013 and the tenant still resides in the rental unit. Rent in the amount of \$525.00 per month plus storage fees are payable on the 1st day of each month, and there are no rental arrears. The landlord did not collect a security deposit or a pet damage deposit from the tenant. The rental unit is a cabin on the landlord's property.

The tenant further testified that the landlord served the tenant sometime in October, 2015 with a 1 Month Notice to End Tenancy for Cause (the notice), a copy of which has been provided. The notice is dated November 7, 2015 and contains an effective date of vacancy of November 7, 2015. The reasons for issuing the notice on the second page

have been amended to read: "Vehicle storage fees in arrears; disturbing people in the neighbourhood." The other reasons checked off are: "Tenant is repeatedly late paying rent; Tenant has assigned or sublet the rental unit/site without the landlord's written consent." The tenant testified that rent has never been late and the landlord did not have cause to issue the notice. The tenant seeks an order cancelling it.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was issued in accordance with the *Residential Tenancy Act*, which can include the reasons for issuing it. In this case, the landlord has amended the reasons for issuing the notice, which is not permitted by law. Also, having found that the landlord was properly served with notice of this hearing, I also find that the landlord has failed to establish that the notice was issued in accordance with the *Act*, and I therefore cancel it.

Conclusion

For the reasons set out above, the 1 Month Notice to End Tenancy for Cause dated November 7, 2015 is hereby cancelled and the tenancy 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

