



# 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 by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. The tenant submitted some documentation for this hearing, the landlord did not. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on or about two years ago. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$600.00. The landlord stated that the tenant constantly causes noise that requires the police to attend. The landlord stated that the city by-law officer has issued \$100.00 fines because of this. The landlord stated that the tenant has completely destroyed the suite that will cost "two or three thousand to fix it". The landlord stated that the tenant is careless with their property and allows the dog to urinate anywhere in the suite. The landlord stated that the tenant was negligent and damaged the washing machine. The landlord stated that she issued a One Month Notice to End Tenancy for Cause on February 1, 2016. The landlord requests an order of possession.

The tenant gave the following testimony. The tenant stated that she adamantly denies any of the allegations of the landlord. The tenant stated that she is a student and a single mother that is in bed by 9pm every day. The tenant stated that she has not been given any documentation by the landlord in regards to said fines. The tenant stated that the landlord continually refers to government letters or warnings yet won't produce them for the tenant to view. The tenant stated that the tenancy should continue as the landlord has not provided any evidence to support their position.

### Analysis

Section 47 of the Act says that if a landlord issues a notice to end tenancy, they bear the responsibility to provide sufficient evidence to support the issuance of that notice. The landlord issued the notice on the following grounds:

- The tenant has allowed an unreasonable number of occupants in the unit\suite
- The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord
- The tenant has engaged in illegal activity that has or likely to damage the landlords property, adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, jeopardize a lawful right or interest of another occupant or the landlord
- The Rental unit must be vacated to comply with a government order

Although the landlord has issued the notice on a multitude of grounds, they have not submitted any supporting documentation for any of the grounds. The landlord stated that she had never had a hearing before and wasn't sure what to do. In addition, the landlord was vague and unclear when giving testimony. Based on the insufficient evidence before me I hereby set aside the One Month Notice to End Tenancy for Cause dated February 1, 2016. It is of no effect or force.

The tenant has been successful in her application.

### Conclusion

The notice to end tenancy is set aside. 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: March 16, 2016

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Residential Tenancy Branch

