



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End dated January 31, 2016
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was placed in the mailbox of the Tenants on January 31, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by placing it in the mailbox on February 10, 2016.. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the one month Notice to End Tenancy dated January 31, 2016?
- b. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on October 1, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

The landlord testified he made a mistake on the Notice to End Tenancy form and that he needs to recover possession of the rental unit to give to his son and his son's girlfriend.

Grounds for Termination

The Notice to End Tenancy relies on the following grounds:

- Tenant has allowed an unreasonable number of occupants in the unit/site
- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord

Analysis:

The landlord has the burden of proof to establish sufficient cause to end the tenancy based on a balance of probabilities. I determined based on the evidence given by the landlord that the landlord has failed to establish sufficient cause to end the tenancy based on the one month Notice to End Tenancy that was served. As a result I ordered that the Notice to End Tenancy dated January 31, 2016 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

As the tenants have been successful I determined the tenants are entitled to recover the cost of the filing fee from the landlord. I order that the Landlord pay to the Tenants the sum of \$100 for the cost of the filing fee such sum may be deducted from future rent.

The landlord stated he wished to regain possession so that his son and the son's girlfriend can move in. The landlord must serve a 2 month Notice to End Tenancy to raise those grounds.

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 23, 2016

Residential Tenancy Branch