



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding URBAN VISION HOUSING 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 March 4, 2016 to be effective April 30, 2016. Only the tenant attended the hearing. His advocate gave sworn testimony that she served the Application/Notice of Hearing on the landlord by registered mail on March 15, 2016.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Only the tenant attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. He said the tenancy began on December 12, 2012, the current rent is \$410 monthly and he paid a security deposit of \$200 in 2012. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- a) There are an unreasonable number of occupants in the unit;
- b) The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- c) The tenant has seriously jeopardized the lawful rights and health and safety of another occupant or the landlord and put the landlord's property at significant risk;
- d) The tenant has engaged in illegal activity that adversely affects the quiet enjoyment, security, safety or physical wellbeing of another occupant or the landlord and that:
 - ii) jeopardizes a lawful right or interest of another occupant or the landlord.

The tenant denies the landlord has any cause to end his tenancy. His advocate said this is the third time the landlord has served such a Notice and not attended the hearing to supply evidence. She apologizes for the waste of time of everyone involved.

In evidence is the Notice to End Tenancy. The landlord provided no documents to support the Notice. On the basis of the documentary and solemnly sworn evidence a decision is issued.

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 in time according to section 47 of the Act. I find the tenant disputed this Notice to End Tenancy within the ten days permitted by the Act.

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 did not attend to support their Notice to End Tenancy and provided no documents to support it. I set aside the Notice to End Tenancy dated March 4, 2016. The tenancy is reinstated and continues. I caution the landlord to be prepared to support his Notices to End Tenancy or run the risk of the tenant alleging disturbance of his peaceful enjoyment if excess Notices are issued without sufficient cause.

Conclusion:

The tenant is successful in his Application. No filing fee was involved. The Notice to End Tenancy dated March 4, 2016 is hereby set aside. 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: May 04, 2016

Residential Tenancy Branch