



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to the tenant's application for an Order to cancel the One Month Notice to End Tenancy for Cause.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served in person to the landlord on September 07, 2016.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the tenant entitled to an Order to cancel the One Month Notice to End Tenancy?

Background and Evidence

The tenant testified that this tenancy started on July 01, 2015. Rent for this unit is \$425.00 per month due on the 1st of each month.

The tenant testified that the landlord served her with a copy of the One Month Notice to End Tenancy for cause (the Notice) in person on September 01, 2016. The tenant has provided a copy of the Notice in documentary evidence. The Notice has an effective date of October 01, 2016 and states that the tenant or a person permitted on the property by the tenant have put the landlord's property at significant risk and that the tenant has engaged in an illegal activity that has or is likely to adversely affect the quiet enjoyment, security, safety or physical wellbeing of another occupant.

The tenant disputed the reasons provided on the Notice and testified that she has not put the landlord's property at significant risk and has not engaged in any illegal activities. The tenant testified that four years ago the tenant was living in another of the landlord's buildings when he served her with a Notice to End Tenancy and got an Order of Possession. The tenant was then given a unit in another of the landlord's buildings but feels that the landlord's agent has a vendetta against her. The tenant testified that she has not been served any warning letters and does not know what the landlord is referring to by providing these reasons on the Notice.

The tenant seeks an Order to have the notice cancelled and for the tenancy to continue.

Analysis

The landlord did not appear at the hearing to dispute the tenant's claims, despite having been given a Notice of the hearing; therefore, in the absence of the landlord or a representative of the landlord, I have carefully considered the tenant's documentary evidence and testimony before me.

In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that grounds exist (as set out on the Notice to End Tenancy) to end the tenancy. This means that if the landlord does not provide any evidence to satisfy the burden of proof and the tenant disputes the Notice then I have no evidence to support the reasons given on the Notice.

Consequently, I find that the landlord has not provided sufficient evidence to show that grounds exist to end the tenancy and as a result, the Notice is cancelled and the tenancy will continue.

Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated, September 01, 2016 is cancelled and the tenancy will continue.

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: October 31, 2016

Residential Tenancy Branch