



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 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 28, 2016.

The tenant and an advocate for the tenant appeared, gave sworn testimony, were 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 month to month tenancy started on September 01 2015. Rent for this unit is \$650.00 per month due on the 1st of each month.

The tenant testified that the landlord served the tenant with a One Month Notice to End Tenancy (the Notice) by posting it to the tenant's door on September 06, 2016. The tenant has provided a copy of the Notice in documentary evidence. The Notice has an effective date of November 01, 2016 and provides the following reasons to end the tenancy:

- 1) The tenant or a person permitted on the residential property by the tenant has
 - (i) Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - (ii) Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - (iii) Put the landlord's property at significant risk;
- 2) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has
 - (i) Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - (ii) Jeopardized a lawful right or interest of another occupant or the landlord

The tenants testified that she was informed that the landlord had seen people outside the building smoking drugs in a van. These people told the landlord that they knew the tenant. The tenant testified that she has no knowledge of these people and did not invite them onto the property. The tenant disputed all the reasons provided on the Notice. The tenant seek 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 testimony provided at the hearing.

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 insufficient 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 06, 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 26, 2016

Residential Tenancy Branch