



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, O

### Introduction

The tenants applied for an order pursuant to section 47(4) of the Residential Tenancy Act to set aside a Notice of End a Residential Tenancy for Cause dated February 20, 2017 and setting the end of tenancy for March 31, 2017. Only the applicants attended this conference call hearing which lasted for twenty-two minutes.

### Issue(s) to be Decided

Are the tenants entitled to an Order cancelling the Notice?

### Background and Evidence

The applicant BM testified that he sent the application for dispute resolution to the landlord by registered mail on February 21, 2017. Canada Post's web site indicated that the landlord received it on February 23, 2017. I therefore find that the landlord was served on that date. BM admitted receiving the Notice to End the Tenancy on February 20, 2017.

The landlord did not attend the hearing. The tenants requested that I cancel the Notice to End the Tenancy.

### Analysis

The Notice to End a Residential Tenancy relies on sections 47(1) (d), (i), (ii) and (e) (ii) of the Residential Tenancy Act. That section provides as follows:

**47** (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(d) 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,
- (iii) put the landlord's property at significant risk;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
  - (ii) 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,

The burden of proof for cause rests with the landlord who must on the balance of probabilities establish cause. This onus must be satisfied strictly where the landlord seeks to end a tenancy. The landlord did not attend this hearing or adduce any evidence in support of the Notice. I therefore find that the landlord has failed to prove cause on the balance of probabilities. I have allowed the tenants' application and have cancelled the Notice.

### Conclusion

I have cancelled the Notice of End a Residential Tenancy dated February 20, 2017 and setting the end of tenancy for March 31, 2017. The tenancy is confirmed. The tenants must serve the landlord with a copy of this decision as soon as possible.

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 20, 2017

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Residential Tenancy Branch