



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LION HOTEL - 0781178 BC LTD
and [nt name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”).

I note that Section 55 of the *Act* requires that when a Tenant submits an Application seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with Section 52 of the *Act*.

The hearing was convened by telephone conference call and was attended by the Tenant, who provided affirmed testimony. The line remained open for 10 minutes; however, the Landlord did not attend. The Tenant was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. As the Landlord did not attend the hearing, I confirmed service of the documents as explained below.

The Tenant testified in the hearing that the Application and the Notice of Hearing were personally served on the property manager, who is an agent for the Landlord (the “Agent”), on July 10, 2017. As a result, I find that the Landlord was duly served on July 10, 2017, the date the documents were personally served on the Agent.

I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer only to the relevant facts and issues in this decision.

Issue(s) to be Decided

Is there a valid reason to cancel the 1 Month Notice under the *Act*?

If the tenant is unsuccessful in seeking to cancel the 1 Month Notice, is the landlord entitled to an order of possession pursuant to Section 55(1) of the *Act*?

Background and Evidence

The Tenant testified that they entered into a month-month tenancy agreement with the Landlord approximately 2 years ago. The Tenant testified that the rent in the amount of \$425.00 is due on the first day of each month, and that a security deposit was paid in the amount of \$212.50 at the beginning of the Tenancy.

The Tenant testified that the 1 Month Notice was posted to their door at approximately 1:00 a.m. on June 30, 2017, and that they received it later that morning when they removed it from the door of their rental unit. The 1 Month Notice, which is dated June 30, 2017, provides the following reasons for ending the tenancy:

- Tenant has allowed an unreasonable number of occupants in the unit/site;
- Tenant or person permitted on the property by the tenant has:
 - Significantly interfered with or unreasonably disturbed another occupant or the landlord; or
 - Seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- Tenant or person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant; or
 - Jeopardize a lawful right or interest of another occupant or the landlord.

In the hearing the Tenant testified that they have not been provided with any details or evidence from the Landlord regarding the reasons given for ending the tenancy on the 1 Month Notice, nor do they agree with the reasons given for ending the tenancy.

Analysis

The Landlord did not attend the hearing or provide any evidence for consideration.

As the Landlord did not attend the hearing to provide any evidence in support of the 1 Month Notice, I find the landlord has failed to establish a cause to end the tenancy. As a result, the 1 Month Notice is cancelled and the tenancy continues in full force and effect until the tenancy is ended in accordance with the *Act*.

Conclusion

I order that the 1 Month Notice to End Tenancy for Cause dated on June 30, 2017, be cancelled.

I also order that the tenancy continues in full force and effect until it is ended in accordance with the *Act*.

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: September 21, 2017

Residential Tenancy Branch