



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding URBAN VISION HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for: cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice") pursuant to section 47.

The landlord/respondent did not attend this hearing, although I waited until 9:40 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 9:30 a.m. The tenant/applicant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The tenant testified that he received a 1 Month Notice to End Tenancy after the landlord posted it on his door on November 20, 2017. Based on the testimony of the tenant, the tenant was deemed served with the 1 Month Notice on November 23, 2017. The tenant testified that, after applying to cancel the 1 Month Notice, he served the landlord with the documents included in his Application for Dispute Resolution ("ADR") including the Notice of this hearing. The tenant testified that, on December 1, 2017, he personally served a representative of the landlord at the landlord's place of business (the property manager). Based on the undisputed testimony of the tenant, I find that the tenant sufficiently served the landlord with his ADR including Notice of this Hearing date and time in accordance with section 89 of the Act.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled or is the landlord entitled to an Order of Possession?

Background and Evidence

The residential tenancy began 2 years ago. The current rental amount of \$500.00 is payable on the first of each month. According to the testimony of the tenant at this hearing, the landlord continues to hold the \$250.00 security deposit paid by the tenant at the outset of the tenancy. The tenant did not submit a copy of his residential tenancy agreement but testified that he recalls the tenancy began in mid-April 2016. The tenant testified he continues to reside in the rental unit as of the date of this hearing.

The landlord issued a 1 Month Notice to End Tenancy for Cause on November 20, 2017 by posting it on the tenant's door. Therefore, the tenant was deemed served with the Notice to End Tenancy by November 23, 2017. A copy of the 1 Month Notice was submitted into evidence for this hearing by the tenant. In that Notice, requiring the tenant to end this tenancy by December 31, 2017 ("effective date"), the landlord cited the following reasons for the issuance of the Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *put the landlord's property at significant risk.*

The landlord did not attend this hearing and therefore the circumstances that led to the issuance of this Notice were not submitted at this hearing. The tenant testified that he tried to speak to the landlords and address this notice but the landlord was unwilling to engage in conversation with him. The tenant testified that he has not had complaints against him and that the landlord has an ulterior motive for ending the tenancy.

Analysis

When a tenant makes an application to cancel a notice to end tenancy, the burden falls to the landlord to justify the grounds to end the tenancy and the validity of the notice. On issuing a 1 Month Notice to End Tenancy on November 20, 2017, the landlord claimed that the tenant or a person permitted on the property by the tenant has either:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*

- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *put the landlord's property at significant risk.*

The landlord did not attend this hearing or submit any documentary evidence in order to support the Notice to End Tenancy that they issued. As the landlord has provided no evidence to support the Notice to End Tenancy and therefore no proof of the allegations within the 1 Month Notice, I find that the landlord has *not* shown sufficient grounds to validate the 1 Month Notice and obtain an end to this tenancy for Cause as described above. The tenant's application pursuant to section 47(4) of the *Act* made within 10 days of receiving the 1 Month Notice is successful. The 1 Month Notice is cancelled.

Conclusion

I cancel the landlord's 1 Month Notice to End Tenancy. The tenancy will continue until 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: February 14, 2018

Residential Tenancy Branch