



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy March 31, 2018

The landlord failed to appear at the scheduled start of the hearing which was 9:00 a.m. on May 14, 2018. A witness for the landlord appeared. The tenant applicant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

I find that the one month Notice to End Tenancy was personally served on the Tenant on March 31, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the Tenant was personally served on the landlord on April 6, 2018. I determined the landlord was aware of the hearing as the landlord filed a letter on-line to the file and a witness appeared on behalf of the landlord at the landlord's request. .

Issues to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated March 31, 2018.

Background and Evidence:

The tenancy began on March 2, 2018. The rent is subsidized and the tenant pays \$375 per month payable in advance on the first day of each month.

Neither party uploaded a copy of the one month Notice to End Tenancy. However the tenant stated the grounds set out in the Notice to End Tenancy are as follows:

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant has allowed an unreasonable number of occupants in the unit/site
- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord
- Tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
 - jeopardize a lawful right or interest of another occupant or the landlord
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Analysis:

The landlord has the burden of proof to establish sufficient cause to end the tenancy. The landlord failed to attend the hearing and failed to provide sufficient proof to establish sufficient cause to end the tenancy. As a result I ordered that the one month Notice to End Tenancy dated March 31, 2018 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

This decision is final and binding on the parties.

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: May 14, 2018

Residential Tenancy Branch