



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord did not submit any documentation for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary Issue – Extension of time to file application pursuant to section 66 of the Act.

The tenant testified that after receiving the One Month Notice to End Tenancy for Cause on August 2, 2018, she and the landlord had a discussion where they came to an agreement and the tenant thought the matter was resolved. However, on September 2, 2018 the landlord advised the tenant that the matter was not resolved so the tenant filed her application to dispute the notice on September 4, 2018. The landlord confirmed the tenants' testimony and did not dispute the extension of time. Based on the above, I find that the tenant is entitled to the extension and all evidence has been considered in making this decision.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord gave the following testimony. The landlord testified that the tenancy began "sometime in 2012 or 2013". The landlord testified that the tenant has numerous people visiting her that are disruptive and unwelcomed on the property. The landlord testified that the tenants' guests use the facilities without paying for them. The landlord testified that on August 2, 2018 she issued a One Month Notice to End Tenancy for Cause on 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;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *put the landlord's property at significant risk.*

*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.*

*Tenant has caused extraordinary damage to the unit/site or property/park.*

The tenant gave the following testimony. The tenant adamantly disputes the landlords' testimony. The tenant testified that her guests are not disruptive and that the landlord has not provided any evidence of it. The tenant testified that she is a good tenant and always pays her rent.

### Analysis

When a landlord issues a notice under section 47 of the Act, they bear the responsibility to provide sufficient evidence to justify and support this issuance of that notice. The landlord did not provide any supporting documentation for this hearing. The landlord was very vague in her testimony and lacked specific details such as dates, events and persons involved. Based on the insufficient evidence before me, I hereby set aside the One Month Notice to End Tenancy for Cause dated August 2, 2018; it is of no effect or force.

### Conclusion

The One Month Notice to End Tenancy for Cause is cancelled. The tenancy continues.

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 16, 2018

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Residential Tenancy Branch