



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROTHERS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This matter dealt with an application by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery to an agent in the Landlord's office on May 3, 2019. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the absence of the Landlord.

Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started on October 1, 2018 as a fixed term tenancy with an expiry date of September 30, 2019. Rent is \$1,195.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$600.00 on October 1, 2018.

The Tenant said the reasons on the 1 Month Notice to End Tenancy for Cause are not true or proven. The Tenant continued to say:

- 1) She has not significantly disturbed anyone.
- 2) She has not seriously jeopardized the health or safety of anyone.
- 3) She has not put the Landlord's property at risk.
- 4) She has not engaged in illegal activities that would adversely affect anyone's quiet enjoyment.
- 5) She has not jeopardized the lawful rights or interests of anyone.

The Tenant said she is requesting the 1 Month Notice to End Tenancy for Cause to be cancelled as the reasons on the Notice to End tenancy are not true.

It should be noted the Landlord did not attend the hearing nor did the Landlord make any submissions for the hearing.

Analysis

The Tenant said she personally delivered the hearing documents to an agent of the Landlord in the Landlord's office on May 3, 2019. Based on the Tenant's undisputed affirmed testimony, I accept the service of hearing documents.

Further, based on the Tenant's undisputed affirmed testimony that the reasons on the 1 Month Notice to End Tenancy for Cause dated April 24, 2019, are not true and not proven, I find the Tenant has established grounds to be granted an order to cancel the 1 Month Notice to End Tenancy for Cause dated April 24, 2019.

Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated April 24, 2019 is cancelled and the tenancy is ordered to continue as set out in the tenancy agreement.

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: June 10, 2019.

Residential Tenancy Branch