



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

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47.

The tenant participated in the teleconference, the landlord did not. The tenant gave sworn testimony that he served the landlord the Notice of Hearing package and his Application on July 2, 2019 in person at their office. Based on the undisputed testimony of the tenant, I am satisfied that the landlord was served in accordance with section 89 of the Act and the hearing proceeded and completed on that basis. The tenant was given full opportunity to submit his verbal and documentary evidence and to make submissions and arguments to me.

### Issue(s) to be Decided

Should the One Month Notice be set aside? If not, should the landlord be entitled to an order of possession?

### Background and Evidence

The tenant gave the following undisputed testimony. The tenant testified that he disputes the grounds for the notice. The tenant testified that the landlord issued a notice about banging noises from his unit. The tenant testified that when he leaves his bedroom window open the wind blows his door shut causing a banging noise. The tenant testified that he has lived in the unit for five years and hasn't caused any problems and doesn't want to lose his home.

### Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord issued a One Month Notice to End Tenancy for Cause on June 26, 2019 on the following grounds:

***Landlord's notice: cause***

**47** (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

*(d) the tenant or a person permitted on the residential property by the tenant has*

*(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*

*(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that*

*(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*

*(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*

As the landlord has not participated in the teleconference or submitted any documentation to support the issuance of the notice, I find that they have not provided sufficient evidence to show that the tenancy must end. The notice is cancelled.

**Conclusion**

The One Month Notice to End Tenancy for Cause dated June 26, 2019 is cancelled, it is of no effect or force. 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: July 30, 2019

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Residential Tenancy Branch