



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FFT

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing and gave affirmed testimony, however the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call. The tenant testified that the landlord was served with the application and notice of this hearing (the Hearing Package) by registered mail on July 26, 2019 and has provided a copy of a Registered Domestic Customer Receipt and statement of service. The landlord has also provided evidentiary material, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenant testified that this tenancy began on April 1, 2019 and the fixed term expires on September 30, 2019. The tenant still resides in the rental unit. Rent in the amount of \$700.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$700.00 which is still held in trust by the landlord, and no pet

damage deposit was collected. The rental unit is shared with another tenant, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that on July 16, 2019 the landlord served the tenant with a One Month Notice to End Tenancy for Cause, a copy of which has been provided for this hearing., by posting it to the door of the rental unit. It is dated July 15, 2019 and contains an effective date of vacancy of August 31, 2019. The reasons for issuing it state:

- 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.

The tenant seeks to have the notice cancelled.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it. In the absence of any testimony from the landlord, I am not satisfied that the landlord had cause to issue it, and I therefore cancel it.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee. I order that the tenant be permitted to reduce rent for a future month by that amount, or may otherwise recover it.

Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated July 15, 2019 is hereby cancelled and the tenancy continues.

I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

This order is final and binding and may be enforced.

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: September 24, 2019

Residential Tenancy Branch