



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 ENERGY REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

The tenant and her advocate attended the hearing via conference call and provided undisputed testimony. The landlord did not attend or submit any documentary evidence.

The tenant provided evidence that the landlord was served with the notice of hearing package in person on November 4, 2020 for which a signed receipt dated November 4, 2020 was submitted.

The tenant provided evidence that the landlord was served with her submitted documentary evidence in person on November 9, 2020 for which a signed receipt dated November 9, 2020 was submitted.

I accept the undisputed evidence of the tenant and find that the landlord is deemed sufficiently served as per section 90 of the Act.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant confirmed that on October 23, 2020, the landlord served the tenant with the 1 Month Notice dated October 14, 2020 by placing it on the yard gate. The 1 Month Notice sets out an effective end of tenancy date of November 30, 2020 and that it was being given as:

- the tenant is repeatedly late paying rent;
- the tenant or 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 has engaged in illegal activity that has, or is likely to:
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The details of cause state:

Late rent, noise complaints, complaints of the tenant carrying around and loudly banging things with a hammer. Refusal to let property manager in for inspections to see the extent of damages, etc.

[reproduced as written]

The tenant disputes these claims.

Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

The dispute resolution hearing concluded after 13 minutes past the start of the scheduled hearing. I find in the absence of any submissions and/or any evidence by the landlord that the landlord has failed to provide sufficient grounds on a balance of probabilities that the reasons for cause of the 1 month notice dated October 14, 2020

have been met. On this basis, the 1 month notice dated October 14, 2020 is set aside and the tenant's application to cancel the 1 month notice is granted.

Conclusion

The tenant's application to cancel the 1 month notice is granted.

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: January 20, 2021

Residential Tenancy Branch