



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a One Month Notice to End Tenancy for Cause.

The Tenant stated that on January 08, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in January of 2021 were personally served to the building manager with the first name of Dennis. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*.

As the aforementioned documents have been properly served to the Landlord, the hearing proceeded in the absence of the Landlord and the evidence was accepted as evidence for these proceedings.

The participants affirmed that they would tell the truth, the whole truth, and nothing but the truth.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Tenant stated that:

- The tenancy began in 2010;
- Rent is due by the first day of each month;
- A One Month Notice to End Tenancy for Cause was posted on his door on January 03, 2021;
- The One Month Notice to End Tenancy for Cause declared that the Tenant must vacate the rental unit by February 07, 2021;
- The One Month Notice to End Tenancy for Cause declared that the tenancy was ending because the Tenant has allowed an unreasonable number of occupants in the unit; the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord; the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord; the Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk; the Tenant has engaged in illegal activity that has, or is likely to, damage the Landlord's property; and the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant; and
- The information in the "Details of Cause" section of the One Month Notice to End Tenancy for Cause is not true.

Analysis

Section 47 of the *Act* authorizes a landlord to end a tenancy for a variety of reasons. On the basis of the undisputed evidence, I find that the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause, dated December 29, 2020, which informed the Tenant the Landlord was seeking to end the tenancy pursuant to section 47 of the *Act*.

When a Tenant disputes a One Month Notice to End Tenancy for Cause, the burden of proving the Landlord has grounds to end the tenancy pursuant to section 47 of the *Act* falls on the Landlord.

As the Landlord did not attend the hearing to support the aforementioned One Month Notice to End Tenancy for Cause and the Tenant denies the allegations made in the One Month Notice to End Tenancy for Cause, I find that the Landlord has failed to

establish grounds for ending this tenancy pursuant to section 47 of the *Act*.

As the Landlord has failed to establish grounds for ending this tenancy pursuant to section 47 of the *Act*, I grant the application to set aside this One Month Notice to End Tenancy for Cause.

Conclusion

The One Month Notice to End Tenancy for Cause is set aside. This tenancy shall continue until it is ended in accordance with the *Act*.

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: April 06, 2021

Residential Tenancy Branch