



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANADIAN CACHE DEVELOPMENT
CORPORATION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the adjourned application for Dispute Resolution filed by the Tenant on January 20, 2021, under the *Residential Tenancy Act* (the “Act”) to cancel One Month Notice to End Tenancy for Cause (the “Notice”) issued on January 19, 2021. The matter was set for a conference call.

The Landlord’s Agent (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and the Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure requires the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Notice issued on January 19, 2021, be cancelled?
- If not, is the Landlord entitled to an order of possession?

Background and Evidence

While I have considered all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement records that the tenancy began on March 1, 2019. Rent in the amount of \$1,000.00 is to be paid by the first day of each month. At the outset of the tenancy, the Tenant paid the Landlord a \$500.00 security deposit. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that they personally issued the Notice to the Tenant on January 19, 2021. The reasons checked off by the Landlord within the Notice are as follows:

- *Tenant or a person permitted on the property by the tenant has:*
 - *Significantly interfered with or unreasonably disturbed another occupant or the landlord*

The Notice states the Tenant must move out of the rental unit by February 28, 2021. The Notice informed the Tenant of the right to dispute the Notice within 10 days after receiving it. The Tenant submitted a copy of the Notice into documentary evidence.

The Landlord was unable to offer testimony, during these proceedings, regarding the events that lead up to them issuing this Notice to end tenancy.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities:

Overall, I find that the Landlord was unprepared and unable to speak to the particulars of their Notice.

Consequently, I find that the Landlord has not proven sufficient cause to satisfy me, to terminate the tenancy for the reason indicated on the Notice they issued. Therefore, I grant the Tenant's application to cancel the Notice issued January 19, 2021, and I find the Notice has no force or effect. This tenancy will continue until legally ended in accordance with the Act.

Conclusion

The Tenant's application to cancel the Notice, issued January 19, 2021, is granted. The tenancy will continue until legally 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: August 17, 2021

Residential Tenancy Branch