



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

On June 30, 2021, the Tenant filed an Application for Dispute Resolution under the *Residential Tenancy Act* ("the *Act*") to cancel a One-Month to End Tenancy for Cause (the "Notice") issued on June 23, 2021. The matter was set for a conference call.

The Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. 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. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

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 June 23, 2021, be cancelled?
- If not, is the Landlord entitled to an order of possession?

### Background and Evidence

The tenancy agreement recorded that the tenancy began on April 1, 2018, and that rent was \$1,050.00 per month, and that no security deposit or pet damage deposit was collected for this tenancy. The Tenant submitted a copy of the Tenancy agreement into documentary evidence.

The Landlord testified that they served the Notice to end tenancy to the Tenant on June 23, 2021, by a process server, a proof of service form was submitted into documentary evidence. The Landlord provided a copy of the Notice into documentary evidence; the reason checked off within the Notice is as follows:

- *Tenant or a person permitted on the property by the tenant has:*
  - *Put the landlord's property at significant risk*

The Landlord testified that on June 8, 2021, it was reported to them that there had been a small fire in a cigarette tray on the Tenant's balcony and that the neighbour had seen the fire and put it out. The Landlord testified that due to this fire, they are seeking to end this tenancy.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant received the Notice to End Tenancy on June 23, 2021. Pursuant to section 47 of the *Act*, the Tenant had ten days to dispute the Notice. I find the Tenant had until July 5, 2021, to file their application to dispute the Notice. The Tenant filed their application on June 30, 2021, within the statutory time limit.

The Landlord indicated one reason on the Notice as the cause for ending the Tenant's tenancy:

- 1) Put the landlord's property at significant risk

I have reviewed the testimony in this case, and I find that learning of a fire in a cigarette tray at the rental unit would have been disturbing to the Landlord; I do not find that this

incident alone caused such significant risk to warrant the end of this tenancy. Therefore, I find the Landlord has failed to meet the onus to establish their claim on this point.

Conclusively, 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 July 23, 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 June 23, 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: November 1, 2021

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Residential Tenancy Branch