



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property Management  
Inc. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC-MT, OPC

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on March 10, 2022 for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. More time to make the application to cancel the notice to end tenancy - Section 66.

The Landlord applied on March 15, 2022 for:

1. An Order of Possession - Section 55.

The Landlord did not attend the hearing to pursue their application. I therefore dismiss the Landlord’s application. I accept the Tenant’s evidence that the Landlord was served with their application for dispute resolution, notice of hearing and evidence on person on June 9, 2022 in accordance with Section 89 of the Act. The Tenant was given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Tenant entitled to more time to make its application?

### Background and Evidence

The tenancy started on July 17, 2017. Rent of \$375.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$187.00 as a security deposit. The Tenant received a notice to end tenancy for cause dated February 24, 2022 (the "Notice") on March 10, 2022 as the notice was found on the floor in front of the Tenant's door on that date. The Tenant states that since they made their application for dispute resolution on the same day as it was received, they do not need more time to make the application and withdraw that claim. The Tenant states that the reasons for the Notice are not valid.

### Analysis

Section 47(1) provides, inter alia, that a landlord may end a tenancy by giving notice to end the tenancy

- if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property or put the landlord's property at significant risk; or
- the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the notice and that at least one reason must constitute sufficient cause for the notice to be valid. Given the Tenant's evidence of no valid reasons on the Notice and as the Landlord has not appeared to dispute this evidence, I find on a balance of probabilities that the Notice is not valid for its stated reasons. The Notice is therefore cancelled, and the tenancy continues.

Conclusion

The Landlord's application is dismissed.

The Notice is cancelled, and the tenancy continues.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 27, 2022

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Residential Tenancy Branch