



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPC, MND, MNSD, FF
Tenant: MT, CNC

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant's advocate only. The landlord did not attend.

As this hearing dealt with cross Application, I find the landlord was sufficiently notified of the hearing and was aware of the issues under dispute.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause; to a monetary order for damage to the residential property; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 47, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

In addition it must be decided if the tenant is entitled to more time to apply to cancel a notice to end tenancy and to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Sections 66 and 47 of the *Act*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on July 8, 2008 for a month to month tenancy for a monthly rent of \$579.00 due on the 1st of the month with a security deposit of \$270.00 paid.

The tenant submitted a copy of a 1 Month Notice to End Tenancy for Cause dated September 19, 2011 with an effective vacancy date of October 31, 2011 citing the tenant or a 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; 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 adversely affect the quiet enjoyment, security,

safety, or physical well-being of another occupant or the landlord; and the tenant has caused extraordinary damage to the unit or property.

Analysis

In the absence of the Applicant landlord, I find the landlord has failed to establish they have cause to end the tenancy or that they have a valid monetary claim against the tenant. As such I dismiss the landlord's Application in its entirety, without leave to reapply.

As the landlord has failed to establish any cause to end the tenancy, I grant the tenant's Application and order the 1 Month Notice to End Tenancy for Cause issued to the tenant on September 19, 2011 to be cancelled.

Conclusion

For the reasons above, I find the tenancy remains in full force and effect.

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: October 31, 2011.

Residential Tenancy Branch