

DECISION

Dispute Codes CNC, FF, O

Introduction

This is an application filed by the Tenant to cancel a notice to end the tenancy for cause, have the Landlord comply with the Act and recovery of the filing fee.

Both parties attended the hearing in person and gave testimony. As both parties have attended the hearing and have made detailed reference to the evidence submitted, I am satisfied that each has been properly served with the notice of hearing and evidence packages.

Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the notice to end tenancy for cause?

Background and Evidence

The Tenant is seeking to set aside the notice to end tenancy for cause dated December 28, 2011 for cause. The notice displays an effective date of April 1, 2012. The stated reasons for cause is the Tenant has engaged in illegal activity that has , or is likely to adversely affect the quiet enjoyment, security, safety or physical well being of the landlord and jeopardize a lawful right or interest of the landlord.

Both parties have submitted an array of documentary evidence. The Landlord has cited from their documentary evidence a previous notice to end tenancy for landlord's use of property. The Tenant has provided in documentary evidence the decision from that hearing setting aside that notice. The Landlord also cites issues with the Tenant dating back to 2001, which he states that notice to the tenant have never been given.

The Landlord has cited defamation of character and allegations made by the Tenant about the Landlord. The Tenant's advocate has stated the Tenant's evidence was in response to the Landlord's notice. The Tenant's advocate states that the Landlord has failed to provide any reasons for cause or evidence to support the notice which was issued.

The Tenant also seeks an order directing the Landlord to comply with the Act. The Tenant states that the Landlord is issuing notices to end tenancy with no "good faith" in having reasons for cause.

Analysis

I find that the Landlord has failed to provide any reasons for cause as stated on the notice dated December 28, 2011. The notice is set aside and the tenancy shall continue.

As for the Tenant's request for the Landlord to comply with the Act. I find that there is no need as it is implicit that when a Landlord gives notice to end tenancy for cause to a Tenant that he/she have reasons for cause, if not the Landlord is subject to the Act.

The Tenant is entitled to recovery of the \$50.00 filing fee. I order that the Tenant may withhold one-time \$50.00 from the rent for the month of February 2012.

Conclusion

The notice dated December 28, 2011 is set aside and the Tenancy shall continue. The Tenant may withhold one-time \$50.00 from the rent for the month of February 2012.

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: January 17, 2012.

Residential Tenancy Branch