



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was sufficiently served on the tenant by mailing, by registered mail to where the tenant resides on or about August 21, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on August 26, 2014. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated August 21, 2014?

### Background and Evidence

The tenancy began on February 1, 2001. The tenant has recently entered into a new tenancy agreement with the landlord. The tenancy agreement provided that the

tenant(s) would pay rent of \$320 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$200.

### Analysis

The Notice to End Tenancy relies on section 47(1)(e) of the Residential Tenancy Act.

That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

....

(ii) 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,

....

### Analysis

The termination of a tenancy is a serious matter. The landlord has the burden of proof to establish sufficient cause to end the tenancy based on the grounds set out in the Notice to End Tenancy. The Notice to End Tenancy in this case is dated August 21, 2014. An arbitrator is being asked to determine whether there is sufficient cause as of the date the Notice is given. As a result any misconduct that occurred after the date of the Notice is not relevant or admissible to this hearing. It may however be subject to a subsequent notice.

After carefully considering all of the evidence I determined the landlord has failed to establish sufficient grounds to end the tenancy based on the Notice to End Tenancy that was given. The Notice alleges the tenant has “engaged in an “illegal activity.” There is insufficient evidence that the tenant has engaged in an illegal activity. The landlord acknowledged that the tenant has not engaged in an illegal activity.

The landlord testified the tenant has significantly interfered with or unreasonably disturbed another occupant in the rental property. The landlord did not identify this as a ground in the one month Notice to End Tenancy and as a result cannot be considered in this hearing.

Determination and Orders

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy. As a result I order that the Notice to End Tenancy dated August 21, 2014 be cancelled. The tenancy shall continue.

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 20, 2014

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Residential Tenancy Branch

