



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated August 31, 2016

The respondents failed to contact the telephone bridge number at the scheduled start of the hearing. The applicant was present and ready to proceed. The telephone line conference line remained open and the phone system was monitored for ten minutes. The respondents failed to appear. I then proceeded with the hearing.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Landlord by mailing, by registered mail to where the landlord carries on business. 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 Notice to End Tenancy dated August 31, 2016?

Background and Evidence

The tenancy began on December 15, 2010. The tenant pays a subsidized rent of \$375 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$425 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on section 47(1)(d) 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:

...

(d) the tenant or a person permitted on the residential property by the tenant has

...

- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- (iii) put the landlord's property at significant risk;

Analysis:

The dispute between the parties relates to the inability of the parties to come up with an appropriate time for the exterminators to come into the rental unit. The tenant testified she is In ill health and finds it difficult to clean in advance of the exterminators. However she does not object to the cleaners.

The landlord has the burden of proof to establish sufficient cause to end the tenancy on a balance of probabilities. The landlord failed to attend the hearing.

I determined the landlord has failed to establish sufficient grounds to end the tenancy.

As a result I order that the Notice to End Tenancy dated August 31, 2016 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

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, 2016

Residential Tenancy Branch

