



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Goyal Holdings Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OPC, FF

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 October 17, 2018 for an order cancelling a notice to end tenancy pursuant to section 47 of the Act. The Landlord applied on October 31, 2018 for:

1. An Order of Possession - Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid for its stated cause?

Is the Tenant entitled to an order cancelling the notice to end tenancy?

Is the Landlord entitled to an order of possession and recovery of the filing fee?

Background and Evidence

The tenancy started on August 1, 2013. Rent is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$420.00 as a security deposit. On October 9, 2018 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”). The reason stated on the Notice is that the Tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property.

The Landlord states that it has no evidence of any illegal activity. The Landlord states that the end of the tenancy is being sought because a leak occurred from the Tenant's unit that caused damage to the property below the unit. The Landlord states that this kind of behavior has occurred in the past.

Analysis

Section 47(1)(e)(i) of the Act provides that a landlord may end a tenancy by giving notice to end the tenancy where the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property. As the Landlord provided no evidence of any illegal activity I find that the Landlord has not substantiated that the Notice is valid for the stated reason. I therefore find that the Tenant is entitled to a cancellation of the Notice and the tenancy continues. As the Notice is not valid I find that the Landlord is not entitled to an order of possession and I dismiss that claim. As the Landlord's claim has been unsuccessful I find that the Landlord is not entitled to recovery of the filing fee and in effect the Landlord's application is dismissed in its entirety.

Conclusion

The Notice is cancelled. The Landlord's application is dismissed.

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: November 23, 2018

Residential Tenancy Branch