



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act*, (the “*Act*”), to cancel One Month Notice to End Tenancy for Cause, (the “*Notice*”) issued on September 14, 2018. The matter was set for a conference call.

Both the Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

- Should the Notice issued on September 14, 2018, be cancelled?
- If not, is the Landlord entitled to an order of possession?

### Background and Evidence

The Parties agreed that the Landlord had served the Notice to End tenancy to the Tenant on September 14, 2018, indicating that the Tenant was required to vacate the rental unit on October 14, 2018.

The reasons checked off by the Landlord within the Notice are as follows:

- *Tenant or a person permitted on the property by the Tenant has:*
  - *Significantly interfered with or unreasonably disturbed another occupant or the Landlord*
- *Tenant or a person permitted on the property by 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 another occupant or the Landlord*

The Notice informed the Tenant of the right to dispute the Notice within 10 days after receiving it. The Tenant testified that he failed to dispute the Notice on September 24, 2018. The Tenant provided a copy of the Notice into documentary evidence.

The Landlord testified that she had issued the Notice as her Strata Council (the “Strata”) had made her and that she personally has no issues or concerns with the Tenant. The Landlord testified that she disagreed with the Strata and believed they are just picking on her Tenant.

The Tenant testified that he has not done what the Strata has accused him of and that he believes the Strata is just picking on him.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant received the Notice on September 14, 2018. Pursuant to section 47 of the *Act*, the Tenant had ten days to dispute the Notice. I find the Tenant had until September 24, 2018, to file his application to dispute the Notice. The Tenant filed his application on September 24, 2018, within the statutory time limit.

I accept the testimony of the Landlord that she has no problem with her Tenant and that she does not wish to end the tenancy, and that she only issued the Notice as the Strata had made her issue the Notice. The Landlord agreed that she had not submitted any evidence to support the Strata’s claim that the tenancy should end.

Conclusively, I find that the Landlord has not proven cause sufficient to terminate the tenancy for any of the reasons given on the Notice she issued. Therefore, I grant the Tenant's application to cancel the Notice issued on September 14, 2018, and I find the Notice has no force or effect. The tenancy will continue until legally ended in accordance with the Act.

### Conclusion

The Tenant's application to cancel the Notice is granted. The tenancy will continue until legally ended in accordance with the Act.

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: November 7, 2018

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Residential Tenancy Branch