

DECISION AND ORDER

Dispute Codes CNC, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy issued to her by the Landlord, and to recover the filing fee.

The Tenant provided affirmed testimony that she served the Landlord in person with the Notice of Hearing and Application for Dispute Resolution on October 1, 2009. Despite this the Landlord did not appear.

Issues(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Background and Evidence

The Landlord did not attend the hearing in support of the Notice to End Tenancy. He had issued the Notice to End Tenancy alleging the Tenant had a pet and this was a material breach of the contract. The Landlord issued a breach letter to the Tenant and the pet was removed prior to the deadline in the breach letter.

Analysis

I find the Tenant was no longer in breach of the tenancy agreement when the Notice to End Tenancy was issued. The Landlord has also failed to provide evidence in support of the Notice to End Tenancy. Therefore, based on the merits of the matter and on the failure to appear of the Landlord, I find the Notice to End Tenancy is not valid and must be cancelled.

I order the Notice to End Tenancy issued September 24, 2009, be cancelled. Therefore, it is of no force or effect. The Tenant may deduct \$50.00 from one month of rent to recover her filing fee.

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 23, 2009.

Dispute Resolution Officer