

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One Month Notice to End Tenancy for Cause.

Service of the hearing documents, by the tenant to the landlord was done in accordance with section 89 of the *Act*, given in person to the building manager on April 13, 2010. The tenant gave sworn testimony that service took place as stated.

The tenant and her advocate appeared, gave affirmed testimony, were provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the tenant entitled to cancel the One Month Notice to End Tenancy?

Background and Evidence

This tenancy started on October 01, 2008. This is a month to month tenancy and the tenant pays rent of \$470.00 which is due on the first of each month. The tenant paid a security deposit of \$235.00 on or about October 01, 2008.

The tenant received a One Month Notice to End Tenancy for cause dated March 31, 2010. The tenant was unsure on which day she received this notice but filed her application to dispute it on April 13, 2010. The Notice gave the tenant a move out day of April 30, 2010. The landlords gave the following reason to end the tenancy on the notice; that the tenant has engaged in illegal activities that has, or is likely to adversely

affect the quiet enjoyment, security, safety or well being of another occupant or the landlord. The tenant is not aware of any actions that she may have done that would warrant the allegation on this Notice. The tenant states that the allegation has no merit.

Analysis

In the absence of any evidence from the landlord who did not attend this hearing or provide any documentary evidence to support the One Month Notice, despite having opportunity to do so, I find that the landlord has not provided any evidence to support his claims on the Notice or any evidence as to which day the notice was served to the tenant. I therefore uphold the tenants' application to cancel the One Month Notice for cause

Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated, March 31, 2010 is cancelled and the tenancy will 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: June 01, 2010.

Dispute Resolution Officer