



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, FF

Introduction

This matter dealt with an application by the tenant to cancel a Notice to End Tenancy for cause and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were given to the landlord in person on September 29, 2010. The tenant gave sworn affirmation that service of the hearing documents took place as declared. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issues(s) to be Decided

- Is the tenant entitled to cancel a Notice to End Tenancy?

Background and Evidence

The tenant states she was given a one Month Notice to End Tenancy for cause. The tenant seeks to cancel this Notice but has not provided the Notice in evidence.



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The landlord has not appeared at the hearing to present any evidence to support the reasons given on the One Month Notice to End Tenancy.

Analysis

As the landlord has not appeared at the hearing to present any evidence to support the reasons given on the Notice to End Tenancy I find there is insufficient evidence to support the grounds set out on the One Month Notice to End Tenancy for Cause that the tenant states she was given and the Notice is cancelled.

Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause is cancelled and the tenancy will continue. As the tenant has been successful in setting aside the Notice, she is entitled to recover her **\$50.00** filing fee for this proceeding and may deduct that amount from her next rent payment when it is due and payable to the landlord.

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 29, 2010.

Dispute Resolution Officer