



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution seeking to cancel a two month Notice to End Tenancy for the Landlord's use of the rental unit.

The Tenant appeared, gave testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Tenant testified that she served the Landlord with the Application and Notice of Hearing, by registered mail, sent on December 2, 2010. The Tenant provided in evidence a copy of the registered mail receipt. Under the Act, registered mail is deemed served five days after mailing. Despite this the Landlord did not appear at the hearing. I find the Landlord had been duly served in accordance with the Act.

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(s) to be Decided

Should the two month Notice to End Tenancy be cancelled?

Background and Evidence

The Tenant testified that she had subleased the rental unit from the Landlord named in this dispute. The Tenant ceased to recognize this Landlord as her landlord in July of 2009, and has since had a verbal tenancy agreement with the third party owners of the rental unit property.

The Tenant testified that her former Landlord had a "rent to own" arrangement with the property owners, which apparently did not work out. Since July of 2009 she has paid rent directly to the property owners for the rental unit.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find and order that the Notice to End Tenancy is cancelled and is of no force or effect.

The reasons that I have made this determination are that I find that the Landlord had insufficient evidence to support the Notice to End Tenancy and that the Landlord failed to appear to support the Notice.

The Tenant was instructed that she and the property owners should have a written Tenancy Agreement for this tenancy.

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: December 16, 2010.

Dispute Resolution Officer