

DECISION

Dispute Codes: *OPC, OPR*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession. The landlord served the tenant with two notices to end tenancy – one for non payment of rent and the other for cause. At the start of the hearing the landlord stated that the tenant had paid rent and therefore the notice to end tenancy for non payment of rent was cancelled. This hearing only dealt with the notice to end tenancy for cause.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Was the notice to end tenancy for cause a valid notice? Does the landlord have reason to end the tenancy?

Background and Evidence

The tenancy started in August, 2006. The monthly rent is \$375.00 payable on the first of each month. The landlord stated that on December 22, 2010 he served the tenant with a ten day notice to end tenancy for cause, by posting it on the front door of the rental unit. The tenant stated that he was out of town and did not see the notice until January 10, 2011.

The landlord did not file a copy of the notice, nor did he file any evidence to support his reasons for wanting to end the tenancy for cause.

Analysis

Based on the evidence in front of me, I find that the landlord has not proven his case. Therefore, the notice to end tenancy is set aside and the tenancy will continue.

Conclusion

The notice to end tenancy is set aside. 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: January 26, 2011.

Residential Tenancy Branch