DECISION

Dispute Codes   CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice). The landlord did not attend this hearing, although I waited until 11:12 a.m. in order to enable the landlord to connect with this hearing. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The tenant testified that she handed the landlord's manager of this property a copy of her dispute resolution hearing package on May 13, 2011. I am satisfied that the tenant served a copy of her dispute resolution hearing package to the landlord in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to have the landlord's 1 Month Notice cancelled?

Background and Evidence

The tenant said that she commenced this month-to-month tenancy on September 1, 2010. Monthly rent in this tenancy was set at $700.00, payable in advance on the first of this month.

The tenant testified that the landlord's property manager told her first on May 13, 2011 and later within the past week that the landlord was no longer proceeding with the 1 Month Notice. The tenant testified that the landlord accepted her $700.00 rent cheque for June 2011 on June 3, 2011. The tenant said that she was attending to ensure that the landlord's 1 Month Notice was cancelled.

Analysis

Neither party entered any written evidence with respect to this matter. In the absence of a copy of the landlord's 1 Month Notice or any written evidence from the landlord, I allow the tenant's application to cancel the landlord's 1 Month Notice.

Conclusion

I allow the tenant's application to cancel the landlord's 1 Month Notice with the effect that this tenancy continues.

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*.