

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an application by the tenant seeking an order to have a Notice to End Tenancy for Cause set aside. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by personal service on July 19, 2011. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the Notice to End Tenancy for Cause set aside?

Background and Evidence

The tenancy began on or about June 15, 2011. Rent in the amount of \$625.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$312.50. The landlord issued a Notice to End Tenancy for Cause on July 15, 2011. The tenant adamantly denies the allegations made by the landlord's Notice.

Analysis

The landlord did not call into the conference nor did not she supply any evidence as she alleged on the Notice to End Tenancy for Cause. I find the landlord has failed to prove that she has grounds to end the tenancy and accordingly I order that the Notice to End Tenancy for Cause dated July 15, 2011 is set aside and has no effect or force. As a result the tenancy will continue.

The tenant is also entitled to recovery of the \$50.00 filing fee. I order that the tenant withhold \$50.00 from the rent due for September in satisfaction of the claim. The rent payable for the month of September will be \$575.00.

Conclusion

The Notice is set aside.

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: August 18, 2011.

Residential Tenancy Branch