



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with the Tenant's application to cancel a *1 Month Notice to End Tenancy for Cause* (the Notice).

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he served an agent of the Landlord with the Notice of Hearing documents and copies of his documentary evidence on September 9, 2011, at the Landlord's place of business, by handing the documents to the Landlord's agent.

Based on the Tenant's affirmed testimony, I am satisfied that the Landlord was duly served with the Notice of Hearing documents pursuant to the provisions of Section 89(1)(b) of the Act. Despite being served with the Notice of Hearing documents, the Landlord did not sign into the teleconference and the Hearing proceeded in its absence.

### **Issue to be Decided**

Should the Notice issued August 30, 2011, be cancelled?

### **Background and Evidence**

The Tenant gave the following testimony:

This tenancy began on December 1, 2010. Monthly rent is \$750.00 due on the first day of each month. The Tenant paid a security deposit in the amount of \$375.00 on November 23, 2010.

The Tenant received the Notice on August 30, 2011, slipped under the door of the rental unit.

The Landlord has alleged the following reasons on the Notice for ending the tenancy:

Tenant or a person permitted on the property by the tenant has:

- Seriously jeopardized the health or safety or lawful right of another occupant or the landlord

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Tenant denies both allegations on the Notice.

### **Analysis**

In a situation where a tenant seeks to cancel a Notice to End Tenancy, the landlord is required to establish, on the balance of probabilities, that the tenancy should end for the reasons indicated on the Notice to End Tenancy. The Landlord did not attend the Hearing to support the reasons for ending the tenancy and therefore, I find insufficient evidence that this is a valid notice.

I grant the Tenant's application to cancel the Notice issued August 30, 2011. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

### **Conclusion**

The Notice to End Tenancy issued August 30, 2011, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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: September 19, 2011.

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Residential Tenancy Branch