



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

For the Tenant: CNC,  
For the Landlord: OPB, MNSD, FF

### **Introduction**

This hearing dealt with cross applications filed by both parties seeking remedy under the *Residential Tenancy Act*.

The tenant is seeking to cancel the 1 Month Notice to End Tenancy for Cause (the "Notice") issued by the landlord.

The landlord is seeking an order of possession, authority to retain the tenant's security deposit, and to recover the filing fee.

The tenant testified that she served the landlord her Application for Dispute Resolution and Notice of Hearing by personal delivery on October 6, 2011.

Despite having his own Application, the Application of the tenant and the Notices of these Hearings, the landlord did not appear. I find the landlord has been duly served under the Act and had notice of the time and place of the hearing.

**Therefore, I dismiss the Application of the landlord, without leave to reapply.**

The tenant appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in documentary form prior to the hearing, and to make submissions to me.

### **Issue(s) to be Decided**

Is the tenant entitled to an order cancelling the 1 Month Notice to End Tenancy for Cause?

### **Background and Evidence**

The tenant testified that this month to month tenancy started on May 25, 2011, monthly rent is \$750.00, shared with her roommate, and a security deposit of \$375.00 was paid by the tenant and her roommate on May 25, 2011.

The tenant testified that she received a 1 Month Notice to End Tenancy for Cause by the landlord on or about October 2, 2011, alleging several reasons for ending the tenancy.

The tenant denied the causes as listed and stated that the real reason the landlord issued the Notice was to have vacant possession of the rental unit for his own purposes, thereby avoiding issuing a 2 Month Notice to End the Tenancy.

The tenant stated that she has found alternate accommodations and that she is moving from the rental unit.

### Analysis

Based on the above testimony, evidence, and on a balance of probabilities, I find as follows:

In the absence of the landlord to defend the Notice, the tenant's testimony and evidence is acceptable.

Additionally, in the absence of proof by the landlord, I find that the landlord has not established the causes listed in the Notice and has not provided sufficient evidence necessary under the Act to end the tenancy.

### Conclusion

Given the above I find the 1 Month Notice to End Tenancy for Cause issued by the landlord is not valid and not supported by the evidence and **I order that the Notice be cancelled**, with the effect that the tenancy continues until it may legally end.

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: November 01, 2011.

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Residential Tenancy Branch