



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 tenant provided a registered mail receipt and a copy of the registered mail envelope that was returned to the tenant. The registered mail was sent to the landlord's agent on December 1, 2011 and was returned to the tenant with the notation "Unknown at this address" on the envelope.

I confirmed that the address used to send the registered mail to the landlord's agent was the landlord's service address as it appears on the 1 Month Notice to End Tenancy that was served upon the tenant. The tenant also testified that the 1 Month Notice was delivered to her by registered mail and that the return address on that registered mail was the same address that appears on the 1 Month Notice as the landlord's service address.

I was satisfied the tenant has complied with the requirements of the Act by serving the landlord at the service address provided to her on the Notice to End Tenancy. Therefore, I proceeded to hear from the tenant without the landlord present.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy be upheld or cancelled?

Background and Evidence

The tenant received a 1 Month Notice to End Tenancy for Cause (the Notice) from the landlord's agent on November 23, 2011 via registered mail. The Notice is dated November 20, 2011 and has a stated effective date of December 30, 2011. The landlord's agent indicated several reasons for ending the tenancy on the second page of the Notice. The tenant filed to dispute the Notice within the time limit required under the Act.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, based on a balance of probabilities, that the tenancy should end for the reason(s) indicated on the Notice.

In the absence of the landlord or an agent for the landlord at the hearing, I find the landlord has not met the burden to establish the tenancy should end for the reasons indicated on the Notice. Therefore, I cancel the Notice with the effect the tenancy shall continue.

Conclusion

The Notice to End Tenancy issued November 20, 2011 is cancelled and the 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*.

Dated: December 14, 2011.

Residential Tenancy Branch