



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened by way of conference call in repose to the tenants' application to cancel a One Month Notice to End Tenancy.

Service of the hearing documents, by the tenants to the landlords, was done in accordance with section 89 of the *Act*, sent via registered mail on November 19, 2011. Mail receipt numbers were provided by the tenant after the hearing had concluded. The landlords are deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant and his daughter appeared, gave testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlords, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Are the tenants entitled to cancel the Notice to End Tenancy?

### Background and Evidence

The tenant confirms that this tenancy started on July 01, 2005. The tenant pays a monthly rent of \$1,135.00 plus \$70.00 for City Utilities. Rent is due on the first day of each month. The female tenant named on the One Month Notice by the landlords and named on this application states she is the daughter of the tenant and she moved from the rental unit three years ago. The landlords were notified at the time and did not require the remaining tenants to enter into a new tenancy agreement.

The tenants' evidence shows they were served with a One Month Notice to End Tenancy by the landlords on October 31, 2011 by registered mail. This Notice has an effective date of December 15, 2011. The tenant states the landlords provided a second page with the notice which was hand written and gave dates when the landlord determined the rent to have been paid late.

The tenant states the landlord has misspelt the tenant's names on the One Month Notice and has included his daughters name when they know she had moved from the unit three years ago. The tenant disputes the reason given on the One Month Notice.

### Analysis

In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that grounds exist (as set out on the Notice to End Tenancy) to end the tenancy. I find that the landlords have not appeared at the hearing or given any documentary or oral evidence to show that grounds exist to end the tenancy. I further find the Notice is invalid as the tenant's name has been incorrectly documented and one of the named tenants on the Notice no longer resides at the rental unit and the second page of the Notice is a hand written sheet not the valid second page. As a result, the Notice is cancelled and the tenancy will continue.

I uphold the tenant's application to cancel the One Month Notice for cause.

Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated, October 31, 2011 is cancelled and the tenancy will continue.

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 02, 2011.

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Residential Tenancy Branch