



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR

Introduction

This matter dealt with an application by the tenant to cancel a Notice to End Tenancy for cause. The tenant testifies that she was not served with a 10 Day Notice to End Tenancy for unpaid rent and therefore this portion of her claim has no bearing and is dismissed.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. The tenant declares that they were handed to the landlord in person by the tenant on December 05, 2011. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the verbal submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issue(s) to be Decided

- Is the tenant entitled to cancel the Notice to End Tenancy?

Background and Evidence

The tenant confirms that this tenancy started in May 2009. Her monthly rent is \$700.00 which was due on the 30th of each month.

The tenants' states she was served with a One Month Notice to End Tenancy by the landlord on November 28, 2011 and states the Notice has an effective date of January 01, 2012. The Notice has not been provided in evidence although the tenant states she did leave the Notice at the Residential Tenancy Branch when she filed her application.

The tenant disputes all the reasons given on the One Month Notice to End Tenancy.

Analysis

The landlord did not appear at the hearing to provide any testimony concerning the reasons given on the One Month Notice. The landlord has provided no documentary evidence including a copy of the One Month Notice, despite having been given a Notice of the hearing.

When a Notice of this nature is given to a tenant 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. This means that if the tenant disputes the Notice, the landlord will generally need to provide additional, corroborating evidence to satisfy the burden of proof. In the absence of any evidence, I find that the landlord has provided nothing to show that grounds exist to end the tenancy and as a result, the Notice is cancelled and the tenancy will continue.

Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated, November 28, 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 29, 2011.

Residential Tenancy Branch