



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened in response to an application filed by the tenant seeking to cancel a Notice to End Tenancy given for Cause. The tenant is also seeking recovery of the filing fee he has paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Has the landlord provided sufficient evidence to show cause to end this tenancy?

Background and Evidence

Neither the landlord nor the tenant can recall when the Notice to End Tenancy was served. However both agree that it was served by posting the Notice to the rental unit door and the landlord agrees that the tenant filed his application seeking to dispute the Notice within the required time frame.

A copy of both pages of the Notice to End Tenancy was not filed in evidence. The landlord testified that he could not recall which ground he selected on the Notice as his reason for ending the tenancy. He testified that there didn't seem to be an appropriate ground for him to select.

Analysis

When a landlord issues a Notice to End Tenancy for Cause and the tenant disputes that Notice within the required time limit, the landlord has the burden of proving cause to end the tenancy. In this case that burden has not been met. First the landlord cannot recall which ground he selected and further, he testified that there did not appear to be an appropriate ground to select. If there is not a ground in the Act that the landlord can

select to end this tenancy for cause then it is clear that the landlord does not have appropriate cause to end this tenancy.

Conclusion

The tenant's claim is allowed. The effect of this decision is that this tenancy shall continue as though no notice had been issued.

As the tenant has been successful in this application, his claim for recovery of the filing fee is allowed. The tenant may deduct \$50.00 from his next rental payment to realize recovery of this fee.

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: January 23, 2012.

Residential Tenancy Branch