



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with an application by the tenant seeking an order to have a One Month Notice to End Tenancy for Cause set aside. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlords were served with the application for dispute resolution and notice of hearing by registered mail on January 18, 2012. I found that the landlords have been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the Notice set aside?

### Background and Evidence

The tenancy began on or about December 1, 2011. Rent in the amount of \$4500.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$2250.00. The tenant advises that they were served in person with a One Month Notice to End Tenancy for Cause on January 8, 2012 by the landlord with an effective date of February 14, 2012. The Notice itself was improperly filled out by the landlord as it has no actual date listed on it and I will accept the tenant's undisputed testimony and the copy that they have provided for this hearing.

The tenant gave the following testimony; spoke to the landlord just a couple of days ago and have come to a verbal agreement that the tenancy could continue and that the landlord is content with the tenants remaining there.

### Analysis

When a landlord issues a Notice they bear the burden of proof in supporting their position. As the landlord has not provided any documentary evidence nor have they chosen to dial into the conference and provide any testimonial evidence I have only the tenant's undisputed testimony to consider.

I accept the tenant's undisputed testimony and hereby set aside the Notice with an effective date of February 14, 2012, it has no effect or force and the tenancy is to continue.

Since the tenant has been successful in their application they are entitled to the recovery of the \$50.00 filing fee. I order that the tenant reduce the rent payable for March 1, 2012 from \$4500.00 to \$4450.00. This is a onetime deduction.

### Conclusion

The tenant has been successful in their application.

The Notice is set aside.

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 25, 2012.

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Residential Tenancy Branch