



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FF, O

### Introduction

This hearing was convened by way of conference call in repose to the tenant's application to cancel the Notice to End Tenancy, other issues and to recover the filing fee from the landlords for the cost of this application.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, and the tenant gave sworn testimony that he served the landlord in person with a copy of the tenant's application and Notice of Hearing on February 24, 2012.

### Issue(s) to be Decided

Is the tenant entitled to cancel the One Month Notice to End Tenancy?

### Background and Evidence

The tenant testifies that this month to month tenancy started on October 15, 2010. Rent for this unit is \$1,000.00 per month and is due on the 15<sup>th</sup> day of each month in advance.

The tenant testifies that he noticed a for sale sign being installed on his yard on the morning of February 20, 2012. The tenant states he called the landlord and was informed that a Notice was in the tenant's mailbox. The tenant testifies he found a One Month Notice to End Tenancy on February 20, 2012. This Notice has an effective date of March 18, 2012 and gave one reason to end the tenancy. This Notice has not been provided in evidence

however the tenant states the landlord has checked a box on the Notice that states the rental unit must be vacated to comply with a Government Order.

The tenant testifies that he was not shown a copy of the alleged Government Order and therefore disputes the One Month Notice as the tenant states the landlord's home is being forfeited as a result of a civil matter.

### 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. In the absence of any evidence from the landlord, I find that the landlord has not shown 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, February 17, 2012 is cancelled and the tenancy will continue.

As the tenant has been successful in setting aside the Notice, the tenant is entitled to recover the **\$50.00** filing fee paid for this proceeding and may deduct that amount from the next rent payment when it is due and payable to the landlord.

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: March 12, 2012.

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Residential Tenancy Branch