



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC. FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order Cancelling a Notice to End Tenancy for Cause - Section 47; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Notice to End Tenancy valid?

Is the Tenant entitled to a cancellation of the Notice to End Tenancy?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The tenancy began on October 21, 2009. Rent of \$791.00 is payable monthly. On July 30, 2012 the Tenant was personally served with a one month notice to end tenancy for cause (the “Notice”). The Tenant asked the Landlord for the reason for the Notice however the Landlord did not provide the Tenant with any reason. The Landlord has not filed any evidence in relation to this dispute and did not appear at the hearing to provide evidence to support the reasons for the Notice. Although the Tenant disputes

the Notice, the Tenant will be moving out of the unit by August 31, 2012, the effective date of the Notice.

### Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. As the Landlord did not appear at the Hearing and did not provide any evidence to prove the reasons for the Notice, I find that the Notice is invalid and that the Tenant is entitled to a cancellation of the Notice. The Tenant is also entitled to recovery of the \$50.00 filing fee.

### Conclusion

The Notice is invalid and is cancelled.

I grant the Tenant an order under Section 67 of the Act for **\$50.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 27, 2012.

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Residential Tenancy Branch