



# 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 the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling a 1 Month Notice to End Tenancy for Cause (the "Notice") and for recovery of the filing fee of \$50.00.

The tenant appeared; the landlord did not appear.

The tenant testified that she served the landlord with the Application for Dispute Resolution and Notice of Hearing (the "Hearing Package") dropping the documents at the office of the landlord. When questioned further, the tenant stated that the office is where she pays rent and conducts all dealings with the landlord at this location. The tenant also confirmed she spoke with the landlord's tenant relations coordinator, who signed the Notice, and confirmed delivery of the documents.

I find the landlord was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the landlord's absence.

I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the Notice and to recover the filing fee?

### Background, Evidence and Analysis

The tenant said the tenancy began approximately 10 years ago, in October 2002, current monthly rent was approximately \$200.00; however the monthly rent was income based and the amount varied. The tenant said she paid a security deposit of approximately \$500.00, although she wasn't sure as the tenancy agreement was not before her.

The tenant was questioned about the housing complex and she stated that to the best of her knowledge, the residential property was not located on what is referred to as "Indian Lands." I therefore find that I had jurisdiction to decide this dispute.

The tenant stated that she received the landlord's Notice to end the tenancy for alleged cause, which was dated July 20, 2012. The tenant's application was filed July 26, 2012. I find the tenant made a timely application to dispute the Notice.

When a landlord issues a notice to end tenancy and the tenant files an application to dispute the notice, the landlord must prove that there is sufficient cause under the Act to end the tenancy.

### Conclusion

As the landlord did not appear in the hearing, I order that the Notice dated July 20, 2012, is cancelled, with the effect that the tenancy continues until it may legally end under the Act.

As the tenant has been successful with her application, I allow her to recover the filing fee by making a deduction of \$50.00 from a future month's rent payment.

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 22, 2012.

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Residential Tenancy Branch