



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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").

The tenant appeared; the landlord did not appear.

The tenant testified that he served the landlord with the Application for Dispute Resolution and Notice of Hearing (the "Hearing Package") by dropping off the documents at the office of the landlord on August 17, 2012. The tenant stated that he has since received email communication from the landlord referencing the hearing and therefore the landlord was fully aware of the hearing.

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 evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the Notice?

Background, Evidence and Analysis

The tenant said the tenancy began at the end of December 2011, although it was set to begin on December 1, 2011 for various reasons due to the rental unit not being liveable.

The tenant said that the name of his business partner was originally placed on the tenancy agreement, but that the business partner was not a tenant, only that he was to pay rent of \$850.00 on behalf of the tenant.

The tenant stated that he did not receive the landlord's Notice to end the tenancy for alleged cause, which was dated July 27, 2012, until sometime well after that date, as he was out of town. The landlord posted the Notice on the door, according to the tenant, but I have no evidence in front of me to indicate the date the Notice was posted. Due to the uncertain dates of delivery of the documents, 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 to prove the cause listed on the Notice, after being duly served, I order that the Notice dated July 27, 2012, is cancelled, with the effect that the tenancy continues until it may legally end under the Act.

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: September 19, 2012.

Residential Tenancy Branch