



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

This hearing dealt with the tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act"), seeking to cancel 1 Month Notice to End Tenancy for Cause.

The hearing process was explained to the tenant and an opportunity was given to ask questions about the hearing process. Thereafter the tenant gave affirmed testimony, was provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The respondent landlord did not attend the hearing. As a result, service of the Notice of a Dispute Resolution Proceeding was considered. The tenant testified that she served the landlord with a copy of the Notice of a Dispute Resolution Hearing by registered mail on October 10, 2012 to the landlord's service address. The tenant provided a registered mail tracking number as evidence and affirmed that the landlord signed for the registered mail package on October 11, 2012, according to the online tracking information. I find that the landlord was served with notice of this hearing in accordance with the *Act*.

### Preliminary Matter

The tenant stated at the start of the hearing that the agent for the landlord knocked on her door approximately 1.5 hours before the hearing to advise her that he would not be attending the hearing, and that the tenancy would continue.

### Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

### Background and Evidence

The tenant affirmed that a written tenancy agreement exists, however, was not submitted as evidence. The tenancy began approximately two years ago. The tenant testified that she pays her rent on or before the first day of each month. According to the tenant, up until June 2012, she had provided post-dated cheques to the landlord. Since June 2012, she now delivers the monthly rent cheques directly to the landlord on or before the first of every month.

The tenant was served with a 1 Month Notice to End Tenancy for Cause for repeated late rent payments (the "Notice") dated September 29, 2012. The tenant disputed the Notice on October 9, 2012, after the long weekend. The tenant submitted evidence of post-dated rent cheques to support that she had not been late paying rent. The landlord did not attend the hearing to speak to the merits of the Notice.

### Analysis

Based on the documentary evidence and the tenant's undisputed oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

The landlord served the tenant with a 1 Month Notice to End Tenancy for Cause. The tenant disputed the Notice in accordance with the *Act*. In the case of disputed notices, the landlord who has served the Notice has the burden of proof to prove the reasons set out in the Notice at a dispute resolution hearing.

As the landlord did not attend the hearing, **I find** the landlord has failed to meet the burden of proof. Therefore, **I cancel** the 1 Month Notice to End Tenancy for Cause. **I order** that the tenancy continues until ended in accordance with the *Act*.

### Conclusion

I cancel the 1 Month Notice to End Tenancy for Cause. I order the tenancy to continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, except as otherwise provided under the *Act*, and 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: November 13, 2012

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Residential Tenancy Branch