



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on January 24, the landlord did not participate in the conference call hearing.

Issue to be Decided

Should the notice to end tenancy be set aside?

Background and Evidence

The tenant's undisputed evidence is as follows. On January 14, the landlord personally served the tenant with one page of a 2 month notice to end tenancy for landlord's use of property (the "Notice"). The Notice was undated but purported to have an effective date of March 30, 2013. The tenant filed an application to dispute the Notice 7 days later on January 21, 2013.

Analysis

When a tenant disputes a notice to end tenancy, the burden falls to the landlord to prove that there are grounds to end the tenancy. As the landlord did not appear at the hearing to provide any evidence to support the Notice and as the evidence of the tenant shows that he was not served with the complete Notice, I find that the Notice was defective and that the landlord has not proven grounds to end the tenancy.

I order that the Notice be set aside and of no force or effect. As a result, this tenancy will continue.

As the tenant has been successful in his claim, I find that he is entitled to recover the filing fee paid to bring the application and I award him \$50.00. The tenant may deduct \$50.00 from a future rental payment.

Conclusion

The Notice is set aside and the tenant may recover the \$50.00 filing fee by deducting this amount from a future rental 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: February 14, 2013

Residential Tenancy Branch

