



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR and FF

Introduction

This application was brought by the tenants on January 28, 2013 seeking to have set aside a Notice to End Tenancy for unpaid rent served on January 28, 2013 and to recover the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on January 29, 2013, the landlord did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issue(s) to be Decided

Should the Notice to End Tenancy be set aside or upheld?

Background and Evidence

According to the tenants, this tenancy began on September 1, 2011. Rent is \$950 per month and the landlord holds a security deposit of \$475 paid at the beginning of the tenancy.

Analysis

When application is made to cancel a Notice to End Tenancy, even though the application is made by the tenants, the landlord is asked to lead evidence in support of the notice.

In the absence of the landlord, I have no evidence on which to uphold the notice, nor to consider cross examination by the tenants as to its validity.

Therefore, the Notice to End Tenancy of January 28, 2013 is set aside and the tenancy continues.

If rent arrears exist, the landlord remains at liberty to serve a new Notice to End Tenancy and to make application for an Order of Possession and a Monetary Order for any unpaid rent.

Conclusion

The Notice to End Tenancy of January 28, 2013 is set aside and the tenancy continues.

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 22, 2013

Residential Tenancy Branch

