



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding UVHS - URBAN VISION HOUSING SOCIETY LUCKY LODGE HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant testified that he served the notice of hearing on the landlord in person on March 26, 2013. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began about three years ago. The monthly rent is \$400.00 payable on the first day of each month. On March 20, 2013, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged as the reason for the notice to end tenancy. The landlord did not file any evidence to support the reasons for the notice to end tenancy, nor did she attend the hearing. Without other evidence to support the claim, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

Conclusion

The notice to end tenancy is set aside and the tenancy shall continue. 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: April 22, 2013

Residential Tenancy Branch

