



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

CNC, FF

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Cause and to recover the fee for filing the Application.

The Tenant stated that the Application for Dispute Resolution, the Notice of Hearing, and several documents the Tenant wishes to rely upon as evidence were sent to the Landlord, via registered mail, on May 20, 2013. Canada Post documentation was submitted that corroborates this testimony. In the absence of evidence to the contrary, I accept that these documents have been served in accordance with section 89 of the *Act*, however the Landlord did not appear at the hearing.

The Tenant stated that additional documents the Tenant wishes to rely upon as evidence were sent to the Landlord, via registered mail, on May 26, 2013. Canada Post documentation was submitted that corroborates this testimony. In the absence of evidence to the contrary, I accept that these documents have been served in accordance with section 88 of the *Act*, however the Landlord did not appear at the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

### Background and Evidence

The Tenant stated that on May 11, 2013 she was personally served with a One Month Notice to End Tenancy for Cause. The reasons for ending the tenancy cited on the Notice to End Tenancy were that the Tenant has been repeatedly late paying her rent; that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; that the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet

enjoyment, security, safety or well-being of another occupant; and that the Tenant has not paid a security deposit or damage deposit within 30 days as required by the tenancy agreement.

The Tenant stated that the Landlord does not have the right to end the tenancy for any of the reasons cited in the Notice to End Tenancy.

### Analysis

The onus is on the Landlord to prove that she has the right to end the tenancy for the reasons cited in the Notice to End Tenancy. As the Landlord did not attend the hearing in support of the Notice to End Tenancy and she submitted no documentary evidence in support of the Notice, I find that the Landlord has submitted insufficient evidence to establish that she has the right to end this tenancy pursuant to section 47 of the *Act*. I therefore grant the Tenant's application to set aside the One Month Notice to End Tenancy.

### Conclusion

The Tenant's Application for Dispute Resolution has merit and I authorize the Tenant to reduce her next monthly rent payment by \$50.00, in compensation for the cost of filing this Application for Dispute Resolution.

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: June 12, 2013

---

Residential Tenancy Branch

