



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, DRI, O

Introduction

This hearing dealt with an application by the tenant seeking to dispute a rent increase, seeking an order to have a One Month Notice to End Tenancy for Cause set aside and to have the landlord comply with the Act. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlords were served with the application for dispute resolution and notice of hearing by registered mail. I found that the landlords had been properly served with notice of the tenants claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or the tenancy agreement?

Background and Evidence

The tenancy began on or about May 1, 2012. Rent in the amount of \$650.00 is payable in advance on the first day of each month.

The tenant gave the following testimony:

The tenant stated that on September 23, 2013 he received a One Month Notice to End Tenancy for Cause by registered mail. The tenant stated that he was confused to this notice as his roommate is good friends with the landlord and the change in relationship

was a result of the tenant filing for dispute resolution. The tenant stated that he adamantly disputes all the grounds on which the Notice was issued.

Analysis

When a landlord issues a notice to end tenancy under Section 47 they bear the responsibility of providing evidence to support the basis of issuing that notice. The landlord neither called in or submitted documentation for this hearing. The tenant submitted a notice dated September 18, 2013 with an effective date of October 31, 2013. Based on the lack of evidence before me, this notice is set aside; it is of no effect or force, the tenancy remains in effect.

The tenant advised that he and the landlord have had discussions in regards to the rental increase and is hopeful to come to an arrangement. The tenant advised he would like to pursue that option at this time and seeks to withdraw that portion of his application; accordingly no further action is required from the Branch at this time.

Conclusion

The One Month Notice to End Tenancy for Cause dated September 18, 2013 with an effective date of October 31, 2013 is set aside. The tenancy remains in effect.

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: October 17, 2013

Residential Tenancy Branch

