



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 583230 BC Ltd
Vanak Property Management Div
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened in response to an application by the Tenant for an Order cancelling a notice to end tenancy pursuant to section 46 of the *Residential Tenancy Act* (the “Act”).

The Landlord did not appear. I accept the Tenant's evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person on January 10, 2014 in accordance with Section 89 of the Act. The Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on June 20, 2009. Rent of \$1,227.00 is payable monthly on the first day of each month. The Tenant states that she received a notice to end tenancy for unpaid rent (the “Notice”) on January 8, 2014. The Tenant states that this amount is not owed to the Landlord. The Landlord provided no evidentiary submissions.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the notice is valid. Based on the undisputed evidence of the Tenant I find that the Notice is not valid as the amount noted on the Notice is not owed by the Tenant. The Tenant is therefore entitled to a cancellation of the Notice and the tenancy continues.

Conclusion

The Notice is cancelled 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 24, 2014

Residential Tenancy Branch

