



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction and Preliminary matters

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling the landlord's 1 Month Notice to End Tenancy for Cause (the "Notice").

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant testified that she served the landlord with her Application for Dispute Resolution and Notice of Hearing by leaving it with the landlord's agent on February 2, 2014. The hearing was scheduled for March 25, 2014, at 1:00 p.m.

The evidence submitted shows that the landlord made a written request on February 12, 2014, seeking another date for the hearing on the tenant's application as the landlord would be out-of-town on March 25, 2014, and the tenant responded in writing that she agreed to a re-scheduling.

In response to the landlord's request for an alternate hearing date and the tenant's agreement, the Residential Tenancy Branch ("RTB") issue a Notice of a Rescheduled Hearing for the present date, and mailed this Notice to both parties.

The tenant said she did in fact receive her Notice of the rescheduled hearing from the RTB.

I find the landlord was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the landlord's 1 Month Notice?

Background and Evidence

The tenant stated that the tenancy began on October 16, 2013, monthly rent is \$1000 and that she paid a security deposit of \$500.

The tenant stated that the landlord attached to her door a 1 Month Notice to End Tenancy for Cause on January 24, 2013, listing alleged causes for ending the tenancy. The tenant's application was filed February 3, 2014. I find the tenant made a timely application to dispute the Notice. The tenant submitted a copy of the Notice.

The tenant denied that the landlord had any cause to end the tenancy.

Analysis

The landlord had the burden of proving that the 1 Month Notice to End Tenancy for Cause had merit. In the absence of the landlord or any evidence from the landlord to support the grounds listed in the notice to end tenancy, I find that it must be set aside.

The tenant's application is granted as I order that the 1 Month Notice to End Tenancy for Cause dated January 24, 2014, be cancelled and of no effect or force.

Conclusion

The tenant's application is granted and the 1 Month Notice to End Tenancy for Cause dated January 24, 2014, is cancelled and is of no effect or force. The tenancy continues until it may otherwise end under the Act.

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* and is being mailed to both the applicant and the respondent.

Dated: March 13, 2014

Residential Tenancy Branch

