



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenant on February 17, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on March 2, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated February 17, 2014?

Background and Evidence

The tenancy began on November 15, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$650 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$325 at the start of the tenancy.

A major issue in this case is whether the tenant's boyfriend is living with her. The landlord stated that he is and she demanded that the tenant pay the additional rent for the period she has the given the tenant the extra key. The tenant testified her boyfriend is living elsewhere and she can present proof to establish this.

Decision:

I determined that neither party had obtained sufficient evidence so that this matter could be decided on its merits. **In the circumstances I determined that it was appropriate to order that the Notice to End Tenancy dated February 17, 2014 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. However, I ordered that the Notice be cancelled on a without prejudice basis and the landlord has liberty to serve a new Notice to End Tenancy based on the same grounds.**

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: March 17, 2014

Residential Tenancy Branch

