



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LTD Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for an order cancelling a notice to end tenancy for cause and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing with an advocate. However, despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents on April 2, 2014, no one for the landlord company attended. The tenant testified under affirmation that the documents were served personally to the manager of the building complex on that date at the landlord's office, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participants who joined the call were the tenant and the tenant's advocate.

Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

Background and Evidence

The tenant testified that the landlord caused the tenant to be served with a 1 Month Notice to End Tenancy for Cause on March 26, 2014 by posting it to the door of the rental unit. A copy of the notice has been provided, and it is dated March 26, 2014 and contains an expected date of vacancy of April 30, 2014.

The tenant filed an Application for Dispute Resolution disputing the notice on March 27, 2014 and the Residential Tenancy Branch provided a notice of hearing for the tenant to serve on the landlord which is dated March 31, 2014.

The tenant also testified that rent for the month of May has been paid, and that rent is paid by way of automatic debit.

Analysis

Where a tenant disputes a notice to end tenancy, the onus is on the landlord to prove the validity of the notice. In the absence of any testimony or evidence from the landlord, I find that the notice should be cancelled.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$50.00 filing fee for the cost of filing. I hereby grant a monetary order in favour of the tenant in the amount of \$50.00 which may be set off from a future month's rent or otherwise recovered.

Conclusion

For the reasons set out above, the notice to end tenancy dated March 26, 2014 is hereby cancelled.

I further grant a monetary order in favour of the tenant as against the landlord pursuant to Sections 72 and 67 of the *Residential Tenancy Act* in the amount of \$50.00. This amount may be deducted from a future month's rent or otherwise recovered.

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: May 14, 2014

Residential Tenancy Branch

