



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MND, MNSD, MNDC, CNC, FF

Introduction

This hearing was reconvened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

The Tenant applied for:

1. An Order cancelling a Notice to End Tenancy – Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. A Monetary Order for damages to the nit – Section 65;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

Prior to today's reconvened hearing an Interim Decision was issued granting the Landlord an adjournment in order to provide the Tenant with photographic evidence. The Tenant submits that no photos were received from the Landlord. The Landlord did not attend today's reconvened hearing. The Tenant appeared and was ready to proceed. As the Landlord did not attend the hearing to pursue its application I dismiss the Landlord's application. The hearing on the Tenant's application proceeded.

Issue(s) to be Decided

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

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on June 1, 2003. On June 20, 2014 the Tenant was given a one month notice to end tenancy for cause (the "Notice"). The Notice lists several causes. The Tenant states that nothing has been done by the Tenant to warrant the Notice. The Tenant seeks a cancellation of the Notice.

Analysis

Section 47 of the Act provides that a landlord may end a tenancy for cause with one or more grounds. Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Based on the Tenant's undisputed evidence that nothing has been done by the Tenant to cause the tenancy to end, I find that the Notice is not valid and that the Tenant is entitled to a cancellation of the Notice. The tenancy continues. As the Tenant has been successful I find that the Tenant is also entitled to recovery of the \$50.00 filing fee. Although I provide a monetary order for this amount, the Tenant may reduce future rent payable by this amount in full satisfaction of this order.

Conclusion

The Notice is cancelled and of no effect.

I grant the Tenant an order under Section 67 of the Act for **\$50.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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 20, 2014

Residential Tenancy Branch

