



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened in response to an application by the tenant for an order setting aside a notice to end this tenancy and an order for recovery of the \$50.00 filing fee paid to bring this application. The landlord did not participate in the conference call hearing. The tenant testified that on July 9 he personally served the landlord with the application for dispute resolution and notice of hearing. I was satisfied that the landlord had notice of the claim against her and the hearing proceeded in her absence.

Issue to be Decided

Should the notice to end tenancy be set aside?

Background and Evidence

The tenant testified that on July 7, 2014, the landlord served him with a one month notice to end tenancy for cause (the "Notice") which alleged that he had breached a material term of the tenancy. The tenant applied to dispute the Notice on July 9.

Analysis

When a tenant disputes a notice to end tenancy, the burden rests with the landlord to prove that she has cause to end the tenancy. In this case, the landlord did not participate in the conference call hearing so I had no evidence from the landlord. I find that the landlord has not met her burden of proof and **I order that the Notice be set aside and of no force or effect.** As a result, the tenancy will continue on the same terms.

As the tenant has been successful in his application, I find that he is entitled to recover the \$50.00 filing fee. **The tenant may deduct \$50.00 from a future rental payment.**

Conclusion

The Notice is set aside and the tenant may recover his filing fee by deducting \$50.00 from a future rental payment.

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: September 10, 2014

Residential Tenancy Branch

