



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Amacon Property Management Services Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 1 month notice to end tenancy for cause. The tenant attended and gave affirmed testimony. The tenant testified that he served the landlord with his application for dispute resolution and the notice of hearing (the "hearing package") by way of registered mail. Despite this, the landlord did not appear.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which the tenant testified began in May 2014. Monthly rent of \$750.00 is due and payable in advance on the first day of each month, and a security deposit of \$375.00 was collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated September 29, 2014. The tenant testified that the notice was served by way of delivery under the unit door, possibly on or about that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is October 31, 2014. As to any reason(s) in support of its issuance, none are identified on the notice, and the tenant testified that he is at a loss to know why the notice was issued. The tenant filed an application to dispute the notice on October 08, 2014, and he still resides in the unit.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.gov.bc.ca/landlordtenant

Based on the documentary evidence which is principally limited to the application for dispute resolution, the notice of hearing, and the 1 month notice to end tenancy, and the affirmed / undisputed testimony of the tenant, I find that the tenant was served with a 1 month notice to end tenancy for cause dated September 29, 2014. I find that the tenant filed an application to dispute the notice with the 10 day period available for doing so pursuant to section 47(4) of the Act.

In view of the apparent absence of any reason identified on the notice in support of its issuance, and the absence of either an application for dispute resolution from the landlord or the presence of anyone representing the landlord at this hearing, the 1 month notice to end tenancy is hereby set aside, and the tenancy continues uninterrupted.

Conclusion

The landlord's 1 month notice to end tenancy for cause is hereby set aside. The tenancy continues in full force and effect.

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: November 24, 2014

Residential Tenancy Branch

