



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Nuevo Manor  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNC, FF

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and to recover the fee for filing an Application for Dispute Resolution.

The female Tenant stated that on October 10, 2014 the Application for Dispute Resolution, the Notice of Hearing, and documents they wish to rely upon as evidence were sent to the Landlord, via registered mail. The Tenant submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Landlord did not appear at the hearing.

The female Tenant stated that the Landlord told them to disregard the Notice to End Tenancy that is the subject of this dispute, but he did not provide written confirmation that the Notice was withdrawn, so they opted to attend the hearing.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

### Background and Evidence

The male Tenant stated that on September 30, 2014 he was personally served with a One Month Notice to End Tenancy for Cause, which was dated September 30, 2014. This Notice, which was submitted in evidence, declared that the Landlord wished to end the tenancy because the Tenant has breached a material term of the tenancy that was not corrected within a reasonable time after receiving written notice to do so.

The male Tenant stated that he does not believe they have breached a material term of the tenancy nor did they receive written notice that they had breached a material term of the tenancy prior to receiving this Notice to End Tenancy.

### Analysis

Section 47 of the *Act* authorizes landlords to end a tenancy for a variety of reasons. When a tenant disputes a notice to end a tenancy served pursuant to 47 of the *Act*, the onus is on the landlord to establish that there are grounds to end the tenancy.

I find that the Landlord has submitted insufficient evidence to establish that there are grounds to end this tenancy pursuant to section 47 of the *Act*. I specifically note that the Landlord has submitted no evidence that the Tenant has breached a term of the tenancy agreement. I therefore grant the application to set aside this Notice to End Tenancy, dated September 30, 2014. This tenancy continues until it is ended in accordance with the *Act*.

### Conclusion

As the Tenant's Application for Dispute Resolution has merit, I authorize the Tenant to deduct \$50.00 from one monthly rent payment, as compensation for the fee paid to file this Application for Dispute Resolution.

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 20, 2014

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Residential Tenancy Branch

