



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR; CNC; FF

Introduction and Reasons

This Hearing dealt with the Tenant's application cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; to cancel a One Month Notice to End Tenancy for Cause; and to recover the cost of the filing fee from the Landlord.

At the outset of the Hearing, I advised the parties that I did not have a copy of either of the Notices that the Tenant seeks to cancel. The Tenant stated that he provided copies when he filed his Application and that also served the Landlord with a copy when he served the Notice of Hearing documents.

The Landlord confirmed that he had issued the two Notices in December, 2014. He testified that on February 10, 2015, there is an upcoming hearing scheduled on his Application for an Order of Possession on a third notice that he issued on January 4, 2015.

The parties agreed that the 10 day Notice was for unpaid utilities and that the One Month Notice was for an unpaid security deposit. The parties agreed that there is no written tenancy agreement but disagreed with respect to the terms of the tenancy and whether it included a provision for payment of a security deposit or whether rent included utilities.

When a tenant seeks to cancel a notice to end a tenancy, it is a reverse onus situation. In other words, the onus is on the Landlord to provide sufficient evidence that the tenancy should end for the reasons provided on the notice. In this case, the Landlord provided no documentary evidence and I find that he provided insufficient evidence that the tenancy should end. Based on the testimony of both parties, I find that the two Notices the Tenant seeks to cancel are not valid Notices. I make no order with respect to the recovery of the filing fee.

Conclusion

The Notices to End Tenancy issued in December, 2014, are cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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: January 29, 2015

Residential Tenancy Branch

