



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Crossroads Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a One Month Notice to End Tenancy for Cause. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the manager was personally served with the application for dispute resolution and notice of hearing by the tenant with her ex-husband as a witness on December 9, 2014. I found that the landlords had been properly served with notice of the tenants claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The tenant gave the following undisputed testimony:

The tenancy began on or about September 1, 2014. Rent in the amount of \$725.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$362.50. The tenant stated that the landlord is being unreasonable about restricting her from having any guests. The tenant stated that she was given only one warning letter which was on the same day she was issued the One Month Notice to End Tenancy for Cause. The

tenant stated that there haven't been any further issues since the date the notice was issued.

The tenant requests that the notice be set aside.

Analysis

When a landlord issues a notice under Section 47 of the Act, they bear the responsibility of providing sufficient evidence to support the issuance of that notice. In the matter before me the landlord has not submitted any documentation for this hearing nor did they participate. In the absence of any disputing evidence from the landlord I must set aside the notice.

The tenant has been successful in her application.

Conclusion

The One Month Notice to End Tenancy for Cause dated November 26, 2014 with an effective date of December 31, 2014 is set aside. The tenancy continues on the original terms and conditions as per their tenancy agreement.

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 13, 2015

Residential Tenancy Branch

