



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CC MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

CNC, FF

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated December 31, 2014 and also seeking reimbursement for the \$50.00 cost of filing the application.

Despite serving the Notice of Hearing by leaving it with the landlord on January 9, 2015, only the tenants appeared and the landlord did not participate in the hearing.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The One-Month Notice to Notice to End Tenancy for Cause, a copy of which was in evidence, indicated that the tenant was repeatedly late paying rent, allowed an unreasonable number of occupants in the suite, engaged in illegal activity that has, or is likely to jeopardize a lawful right or interest of the landlord, breached a material term of the tenancy agreement, assigned or sublet the rental unit without the landlord's consent, knowingly gave false information to prospective tenants or purchasers and failed to comply with an order under the legislation within 30 days.

The tenant testified that they did not agree with the allegations in the Notice. No evidence of any kind was submitted by the landlord and nobody appeared on the landlord's behalf.

The tenant feels that the 1 Month Notice to End Tenancy for Cause is completely without merit. Although the tenant feels that the Notice should be cancelled, they stated that they have decided to move out regardless. The tenant is requesting reimbursement for the \$50.00 cost of the application.

Analysis

The burden of proof to justify the One-Month Notice served on the tenant under section 47 is on the landlord. However, this landlord did not appear at the hearing to provide testimony nor were any evidentiary submissions submitted by the landlord.

In light of the fact that the landlord has failed to sufficiently prove that any of the criteria listed under section 47 has been satisfied, I find that the One-Month Notice to End Tenancy for Cause dated December 31, 2014 is not justified and must be cancelled.

Based on the above, I hereby grant the tenant's request for reimbursement of the \$50.00 cost of the application and issue a monetary order in this amount. This order must be served on the landlord and may be enforced through Small Claims Court if necessary.

Conclusion

The tenant is successful in the application for an order to cancel the One-Month Notice to End Tenancy for Cause and is granted a monetary order against the landlord for the cost of the application.

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 28, 2015

Residential Tenancy Branch

