



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, OLC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel two notices to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and his advocate

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 4, 2014 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Sections 46 and 47 of the *Act*.

Background and Evidence

The tenant submits the current tenancy began in March 2014 for a monthly rent of \$800.00 due on the 1st of each month with a security deposit of \$400.00 paid.

The tenant submitted the following documents into evidence:

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on December 3, 2014 with an effective vacancy date of December 13, 2014 due to \$800.00 in unpaid rent for the month of December 1, 2014; and
- A copy of 1 Month Notice to End Tenancy for Cause issued on November 27, 2014 with an effective vacancy date of December 31, 2014 citing the tenant had

breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so and a security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

Analysis

In the absence of any evidence or testimony provided by a landlord in support of the notices to end tenancy I find the landlords have failed to provide any evidence that they had cause to end the tenancy or that the tenant had not paid any rent.

Conclusion

Based on the above, I order the 10 Day Notice to End Tenancy for Unpaid Rent issued on December 3, 2014 and the 1 Month Notice to End Tenancy for Cause issued on November 27, 2014 are cancelled and of no force or 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: January 06, 2015

Residential Tenancy Branch

