



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was conducted by conference call in the presence of the tenant applicant and in the absence of the landlord although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The tenant did not provide the Residential Tenancy Branch with a copy of the one month Notice to End Tenancy. However he testified it is dated November 21, 2014.

I find that the one month Notice to End Tenancy was personally served on the Tenant at the end of November, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was personally served on the landlord on or about December 10, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated November 21, 2014?

Background and Evidence

The tenancy began approximately 2 years ago. The tenancy agreement provided that the tenant(s) would pay rent of \$500 per month payable on the first day of each month.

Grounds for Termination

Analysis

The landlord has the burden of proof to establish sufficient cause to end the tenancy on a balance of probabilities. The landlord failed to attend the hearing and failed to present any evidence. As a result I determined the landlord has failed to establish sufficient cause. Further, the tenant testified he paid the rent for December and January. The landlord accepted the rent unconditionally and did not indicate he was accepting the rent for "use and occupation only." Thus, I determine that even if the landlord had sufficient grounds the landlord has reinstated the tenancy.

Determination and Orders

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy and I ordered that the one month Notice to End Tenancy be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

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 12, 2015

Residential Tenancy Branch

