



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the teleconference. Neither party submitted any documentary evidence for this hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about September 1, 2014. Rent in the amount of \$1300.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenant posted a security deposit of \$650.00. The landlord stated that he issued the notice because the tenant hasn't paid rent. The landlord stated that he has issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities as well. The landlord stated that he wanted to be nice and give the tenant a one month notice to end tenancy instead of 10 days.

The tenant gave the following testimony:

The tenant stated that this notice should be dismissed because it does not address unpaid rent.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. Although the landlord checked off several boxes on the notice; he did not issue the notice on those grounds or provide any evidence in relation to those reasons. In the landlords own testimony he stated that the reason he issued the notice was for unpaid rent. Based on the above, I hereby set aside the One Month Notice to End Tenancy for Cause issued on March 3, 2015 with an effective date of March 3, 2015. The notice is of no effect of force. The tenancy continues.

Conclusion

The tenant has been successful in their application, the notice is set aside. The tenant is entitled to the recovery of the \$50.00 filing fee. The tenant is entitled to a one time rent reduction of \$50.00 from the next scheduled payment of rent.

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: March 18, 2015

Residential Tenancy Branch

