



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The notice of hearing was served on the landlord shortly after the tenant made application and the landlord responded by filing evidence on May 07, 2015. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant's advocate attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began about fifteen years ago. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$306.00. On April 08, 2015, the landlord served the tenant with a notice to end tenancy for cause.

At the start of the hearing, the tenant's advocate informed me that prior to this hearing; the parties had discussed the issues at hand and had reached an agreement. The landlord had set some conditions which were agreed to by the tenant. The landlord informed the tenant by email that the notice to end tenancy was cancelled.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged. Even though the landlord filed evidence to support the reasons for the notice to end tenancy, the landlord did not attend the hearing.

I accept the testimony of the tenant's advocate that the parties had come to a mutual agreement and that the landlord had cancelled the notice to end tenancy. Accordingly, I allow the tenant's application and set aside the landlord's notice to end tenancy.

**Conclusion**

The notice to end tenancy is set aside and the tenancy shall continue.

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: May 27, 2015

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Residential Tenancy Branch

