



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on April 15, 2015 seeking to obtain an Order to cancel a Notice to end tenancy issued for cause.

The hearing was conducted via teleconference and was attended by the Tenant who gave affirmed testimony. The Tenant stated that she personally served the Landlord with a copy of her application for Dispute Resolution and notice of this hearing on April 15, 2015 by leaving copies with the Landlord's employee in the management office located in her building.

Based on the submissions of the Tenant I find the Landlord was sufficiently served notice of this proceeding, in accordance with the Act. Therefore, I proceeded with the hearing in absence of the Landlord.

Issue(s) to be Decided

Should the 1 Month Notice to end tenancy issued April 13, 2015 be upheld or cancelled?

Background and Evidence

The Tenant testified that she entered into a month to month tenancy agreement that began in July 2012. Rent of \$365.00 is due on or before the first of each month and at the outset of the tenancy the Tenant paid \$182.50 as the security deposit.

The Tenant submitted that she was served the 1 Month Notice around April 13, 2015 when she found it posted to her door. She said she suspected the 1 Month Notice was issued to her because the Landlord suspected that one of her guests stole a bike from their building. She argued that the Landlord had accused her boyfriend of the theft and it was not him who took the bike.

The Tenant stated that none of the reasons listed on the 1 Month Notice are true and after discussing the Notice with her Landlord they mutually agreed that the Tenant

would try and find another place to live. She asserted that her Landlord was assisting her in trying to get a new place.

Analysis

Upon review of the 1 Month Notice to End Tenancy issued April 13, 2015, I find the Notice to be completed in accordance with the requirements of section 52 of the Act and I find that it was served upon the Tenant in a manner that complies with section 89 of the Act.

Where a Notice to End Tenancy comes under dispute, the Landlord has the burden to prove the tenancy should end for the reason(s) indicated on the Notice. The burden of proof is based on the balance of probabilities, meaning the events as described by one party are more likely than not.

Given the evidence before me, in the absence of any evidence from the Landlord who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Tenant. Based on the foregoing, I find there to be insufficient evidence to uphold the 1 Month Notice. Accordingly, I grant the Tenant's application and the 1 Month Notice is hereby cancelled.

Conclusion

I HEREBY CANCEL the 1 Month Notice issued April 13, 2015, and that Notice is of no force of effect. The tenancy continues until such time as it ends in accordance with the Act.

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: June 01, 2015

Residential Tenancy Branch

