



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WENDEB PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNR, FF

Introduction

This hearing dealt with an application by the tenant to cancel a Notice to End Tenancy for Unpaid Rent (the Notice), dated June 04, 2015, and to recover the filing fee.

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing. The tenant provided the tracking number and information for the registered mail into evidence and reflected on the style of cause page of this hearing – which mail they claim was not claimed by the landlord. The tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Should the Notice to End dated June 04, 2015 be set aside?
Is the tenant entitled to recover the filing fee for their application?

Background and Evidence

The landlord did not appear in the hearing to support the Notice to End stipulating the tenant owed \$90.00 from June 2014 - nor to request an Order of Possession. The tenant testified they are not in arrears regarding their rent and that they were never made aware they owed the stipulated amount, and to date have not been able to receive a comprehensible response from the landlord as to why the \$90.00 is owed. The tenant claims that what attempt to resolve the matter has occurred has only served to further confuse their understanding.

Analysis

On the evidence before me I find I have not been presented evidence establishing a basis for the landlord's Notice to End dated June 04, 2015, but regardless, the landlord has not sought to end the tenancy based on their Notice. Therefore, **I Order** the Notice to End dated June 04, 2015 is **cancelled**, or set aside.

As the tenant was successful in their claim they are entitled to recover their filing fee.

Conclusion

The tenant's application is granted.

I Order the landlord's Notice to End dated June 04, 2015 is **set aside and is of no effect**. The tenancy continues.

I Order that the tenant is permitted to deduct **\$50.00** from a future rent in satisfaction of recovering the filing fee.

This Decision is final and binding on both parties.

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 23, 2015

Residential Tenancy Branch

