



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacific Edge Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

This hearing dealt with an application by tenant seeking to have a One Month Notice to End Tenancy set aside. The tenant presented evidence that the landlords were served with the application for dispute resolution and notice of hearing by personally serving the landlord in the presence of a witness on July 29, 2015. I found that the landlords had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?

### Background and Evidence

#### The tenant gave the following undisputed testimony:

The tenancy began on or about May 15, 2013. Rent in the amount of \$1000.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$500.00 and a pet deposit of \$500.00. The tenant stated that the landlord posted a One Month Notice to End Tenancy for Cause on his door on July 21, 2015. The tenant stated that he disputes the basis for the notice. The tenant stated that he filed and served the landlord "arbitration papers on July 29, 2015".

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility of providing sufficient evidence for the issuance of that notice. In the matter before me, the landlord has chosen not to submit any documentary evidence or to participate in this hearing, accordingly they have not met that test and I therefore set aside the One Month Notice to End Tenancy for Cause dated July 21, 2015 with an effective date of August 31, 2015. The notice is of no effect or force. The tenancy continues.

Conclusion

The tenant has been successful. The notice to end tenancy is set aside. The tenancy continues on the original terms and conditions.

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: August 25, 2015

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Residential Tenancy Branch

