



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC; FF

Introduction

This Hearing dealt with the Tenant's application to cancel a *One Month Notice to End Tenancy for Cause* issued October 1, 2015 (the Notice); and to recover the cost of the filing fee from the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he served the Landlord with the Notice of Hearing documents on October 23, 2015, by hand delivering the documents to the Landlord. He stated that he also served the Landlord with documentary evidence on December 1, 2015, by leaving the documents at the Landlord's address.

The Landlord also provided documentary evidence to the Residential Tenancy Branch on November 23, 2015. The Tenant acknowledged being served with the Landlord's documentary evidence. He stated that he also served the Landlord with rebuttal documentary evidence on December 1, 2015, by leaving the documents at the Landlord's address.

Based on the Tenant's affirmed testimony and the fact that the Landlord provided documentary evidence, I am satisfied that the Landlord was duly served with the Notice of Hearing documents on October 23, 2015. Despite being served with the Notice of Hearing documents, the Landlord did not sign into the teleconference and the Hearing proceeded in her absence. The teleconference remained open for 11 minutes.

Issue to be Decided

- Should the Notice be cancelled?

Background and Evidence

The Tenant testified that this tenancy began on December 1, 2014. Monthly rent is \$900.00, due on the first day of each month. The Tenant paid a security deposit in the

amount of \$450.00 at the beginning of the tenancy, and a pet damage deposit in the amount of \$450.00 in mid-January, 2014.

The Notice was posted to the Tenant's door on October 1, 2015.

Analysis

When a tenant seeks to cancel a notice to end the tenancy, the onus is on the landlord to provide sufficient evidence that the tenancy should end for the reasons provided on the notice. In this case, the Landlord did not sign into the teleconference and therefore I find that the Landlord did not provide sufficient evidence to end the tenancy.

For the reasons set out above, I find that the Notice is not a valid notice to end the tenancy and it is canceled. The tenancy will continue until it is ended in accordance with the provisions of the Act.

The Tenant has been successful in his Application and I find that he is entitled to recover the cost of the \$50.00 filing fee. Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct **\$50.00** from future rent due to the Landlord.

Conclusion

The Notice to End Tenancy issued October 1, 2015, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenant may deduct **\$50.00**, representing recovery of the filing fee, from future rent due to the Landlord.

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: December 15, 2015

Residential Tenancy Branch

