



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated May 1, 2016
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicants and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The tenants testified they were served with the two month Notice to End Tenancy on May 9, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlords by mailing on May 22, 2016, by registered mail to the address for delivery provided by the landlords. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 2 month Notice to End Tenancy dated May 1, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on September 1, 2009. The tenancy agreement provided that the tenant(s) would pay rent of \$1600 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$800 at the start of the tenancy. The rent is now \$1680 per month payable on the first day of each month.

Grounds for Termination:

The tenant testified that the Notice to End Tenancy that he was served with did not include a second page. That page sets out the grounds to end the tenancy. He still does not know what grounds the landlord is relying on.

Analysis:

The landlords have the burden of proof to establish sufficient grounds to end the tenancy. The landlord failed to attend the hearing and failed to present any evidence. The Notice to End Tenancy is deficient as it does not include the second page which sets out the grounds. I determined that the landlords have failed to establish sufficient grounds to end the tenancy. As a result I ordered that the Notice to End Tenancy be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. I further order that the landlords pay to the Tenants the sum of \$100 for the cost of the filing fee paid by the Tenants such sum may be deducted from future rent..

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 20, 2016

Residential Tenancy Branch