



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

On May 31, 2016, the Tenants made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 23, 2016 (the Notice). The Tenants also requested to recover the cost of the application for the hearing.

The Tenants attended the teleconference hearing; however, the Landlord did not. The Tenants testified that they served the Landlord with the Notice of Hearing on June 3, 2016, by registered mail. The Tenants provided documentary evidence of a registered mail tracking number as evidence of service. I find that the Landlord was duly served with the Notice of Hearing under the Act.

Issue to be Decided

Should the 10 Day Notice dated March 4, 2016 be cancelled?

Background and Evidence

The Tenants testified that the tenancy began on June 1, 2014, as a one year fixed term tenancy to continue thereafter as a month to month tenancy. The tenants testified that they pay \$1,500.00 per month for rent in the summer months and \$1,950.00 per month rent in the winter months. The Tenants paid the Landlord \$975.00 for a security deposit.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the Notice is valid. I find that the Landlord was properly served with the Notice of Hearing and failed to attend the hearing to prove the allegation within the Notice.

Therefore, as the Landlord did not attend the hearing, I cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 23, 2016.

The Tenant's application is successful. I order the tenancy to continue until ended in accordance with the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to pay the Tenants the \$100.00 fee they paid to make application for dispute resolution.

Conclusion

The Tenants' application is successful. The 10 Day Notice issued by the Landlord dated May 23, 2016, is cancelled.

The tenancy will continue until ended 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: July 05, 2016

Residential Tenancy Branch