



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause.

The tenant attended the hearing with a witness and both gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlords attended the call. The tenant testified that the named landlord was personally served with the Tenant's Application for Dispute Resolution and notice of this hearing on September 8, 2016 at the landlords' office, with the witness present. The witness also testified to that, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenant testified that this month-to-month tenancy began in April, 2015 and the tenant still resides in the rental unit. Rent in the amount of \$950.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$475.00 which is still held in trust by the landlords and no pet damage deposit was collected.

A copy of the tenancy agreement has not been provided, and the tenant testified that the landlords did not provide a copy to the tenant after signing it. The agreement signed by the tenant had the tenant's name on it as well as his son's name, however the

landlord later provided a tenancy agreement that was changed without the tenant's knowledge, and that it didn't contain the name of the tenant's son.

The landlord served the tenant with a 1 Month Notice to End Tenancy for Cause on August 30, 2016 by posting it to the door of the rental unit, a copy of which has been provided. It is dated August 30, 2016 and contains an effective date of vacancy of September 30, 2016 for repeated late rent. The tenant testified that the tenant is on disability and receives 2 cheques monthly from a government Ministry, and the landlord told the tenant that as long as rent is paid in full by the 15th day of each month, that would be OK. The tenant has only paid rent later than that on one occasion.

The tenant seeks an order cancelling the notice to end the tenancy.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it. In this case, no one for the landlord attended the hearing. I have reviewed the 1 Month Notice to End Tenancy for Cause, and I find that it is in the approved form and contains information required by the *Act*, but I have no evidence regarding the reason for issuing it. Therefore, I cancel the notice.

Conclusion

For the reasons set out above, the 1 Month Notice to End Tenancy for Cause dated August 30, 2016 is hereby cancelled and the tenancy continues.

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: October 28, 2016

Residential Tenancy Branch