



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC OLC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution dated September 12, 2016 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a 1 Month Notice to End Tenancy for Cause, dated September 3, 2016 (the "1 Month Notice");
- an order that the Landlord comply with the *Act*, Regulations or a tenancy agreement; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing on her own behalf and was assisted by a friend, S.K. The Tenant provided her solemn affirmation. The Landlord did not attend the hearing.

The Tenant testified that the Application package, including the Notice of a Dispute Resolution Proceeding and the documentary evidence upon which she intended to rely, was served on the Landlord by registered mail on September 15, 2016. A Canada Post registered mail receipt was submitted in support. Pursuant to section 90 of the *Act*, documents served in this manner are deemed to be received five days later. Accordingly, I find the Tenant's Application package is deemed to have been received by the Landlord on September 20, 2016.

The Tenant was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Background and Evidence

Although duly served with the Tenant's Application package, the Landlord did not attend the hearing to provide evidence in support of the 1 Month Notice.

The Tenant testified she wishes to remain in the rental unit.

Analysis

Section 47 of the *Act* permits a landlord to end a tenancy for cause for the reasons listed therein. When a tenant disputes a notice to end tenancy, the burden shifts to the landlord to provide evidence in support of the notice to end tenancy.

In this case, the Landlord did not attend the hearing, although duly served. Accordingly, in the absence of sufficient evidence from the Landlord, I find the 1 Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

As the Tenant has been successful, I award the Tenant \$100.00 in recovery of the filing fee. This amount may be deducted from a future rent payment.

The parties are encouraged to review and consider the provisions of the Act that deal with ending a tenancy (ss. 44-53), as well as the provisions of the Act that address allowable rent increases (sections 40-43). Should the parties have any questions about their rights and responsibilities as landlord and tenant, they are encouraged to visit the Residential Tenancy Branch website, or contact an Information Officer, toll-free: 1-800-663-7867.

Conclusion

I order that the 1 Month Notice is cancelled. The tenancy will continue until otherwise 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: November 7, 2016

Residential Tenancy Branch