



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to recover the filing fee for its application from the tenant, pursuant to section 72; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;

The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by personally serving the landlord on September 11, 2016. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the tenant entitled to recover the filing fee for this application from the landlord?
Should the landlord's One Month Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The tenant gave the following testimony. The tenancy began on or about June 15, 2016. Rent in the amount of \$650.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$325.00. The tenant testified that the landlord served him a One Month Notice to End Tenancy for Cause on the basis that the tenant had not complied with a material term of the tenancy agreement. The tenant testified that he was unaware of what the alleged breach was. The tenant testified that he tried to discuss this matter

with the landlord but he has refused to communicate with him. The tenant testified that the landlord has not provided any evidence to him of what the alleged breach is. The tenant requests that the notice be set aside.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the burden of providing sufficient evidence to support the issuance of that notice. In the case before me, the landlord has not submitted any documentation and has chosen not to participate in this hearing. In addition, the tenant adamantly disputes the allegations of the landlord. Based on the above, I hereby set aside the One Month Notice to End Tenancy for Cause dated September 1, 2016 with an effective date of October 1, 2016; it is of no effect or force.

The tenant is entitled to the recovery of the \$100.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$100.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The notice to end tenancy is set aside, the tenancy continues. The tenant is granted a monetary order of \$100.00.

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 08, 2016

Residential Tenancy Branch