



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On April 4, 2016, the Tenant made an Application for Dispute Resolution to cancel a 1 Month Notice to End Tenancy For Cause, dated March 30, 2017.

The matter was set for a conference call hearing. The Tenants advocate attended the teleconference hearing; however, the Landlord did not. The phone line remained open and was monitored for ten minutes and the Landlord did not call into the hearing during this time.

The Tenant's advocate submitted that the Landlord was served with the Notice of hearing using registered mail on April 6, 2017. A registered mail receipt number was provided as proof of service.

I find that the Landlord was served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

Issue to be Decided

- Should the 1 Month Notice dated March 30, 2017, be cancelled?

Background and Evidence

The Tenant's advocate testified that testified that the tenancy began approximately one year ago. Rent in the amount of \$375.00 is due to be paid to the Landlord each month. There is no written tenancy agreement.

The Tenants advocate submitted that the Tenant received a 1 Month Notice To End Tenancy For Cause dated March 30, 2017. The Notice indicates that the Tenant is repeatedly late paying rent.

The Landlord was served with Notice of the Hearing but failed to attend.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the reasons listed in the 1 Month Notice are valid and sufficient to end the tenancy. 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 1 Month Notice to End Tenancy For Cause, dated March 30, 2017.

I order the tenancy to continue until ended in accordance with the Act.

Conclusion

The Tenant's application is successful. The 1 Month Notice issued by the Landlord dated March 30, 2017, 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: May 15, 2017

Residential Tenancy Branch