



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 in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) to cancel a One Month Notice to End Tenancy For Cause (the Notice), dated March 31, 2017 with a stated effective date of April 30, 2017. The tenant testified they received the Notice on the Notice date. The tenant filed their application to dispute the Notice April 09, 2017. The tenant further seeks to recover their application filing fee.

I accept the tenant's evidence that despite the landlord having been personally served with the application for dispute resolution and notice of hearing inclusive of the tenant's evidence in accordance with Sections 89 and 88, respectively, of the Act the landlord did not participate in the conference call hearing. The conference bridge line remained open for the duration of the hearing and was monitored throughout this time. The only party to call into the hearing was the applicant tenant. The tenant was given opportunity to be heard.

Issue(s) to be Decided

Is the notice to end tenancy valid and issued for valid reasons?
Should the Notice to End dated March 30, 2017 be set aside?

Background and Evidence

In this type of application, the applicant tenant disputes the landlord's Notice in its entirety, and this hearing was convened to determine the validity of the Notice. In such proceedings the burden of proof rests with the landlord to provide evidence the Notice was validly issued for the stated reason(s). The tenant disputes the Notice to End. The landlord did not appear in the hearing to advance or defend their reasons for issuing the Notice to End for Cause.

Analysis

I found the landlord was served in accordance with the Act and was duly notified of this hearing and the means to attend the hearing. The landlord did not appear to defend their notice or present evidence to support ending the tenancy. As a result, I find I have not been presented evidence sufficient to determine that the Notice to End was validly issued for the reasons stated on the Notice. As a result I am unable to establish that the landlord issued the tenant a valid Notice to End. Therefore, I must **Order** the Notice to End dated March 31, 2017 set aside.

The landlord's notice to End is hereby **cancelled, and of no effect**. The tenancy continues in accordance with the tenancy agreement. As the tenant was effectively successful in their application,

I **Order** that the tenant may deduct **\$100.00** from a future rent obligation to the landlord in satisfaction of recovering their filing fee.

Conclusion

The tenant's application is granted.

The landlord's Notice to End has been set aside and the tenant's filing fee returned.

This Decision is final and binding.

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 17, 2017

Residential Tenancy Branch