



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 222 ASH PROPERTIES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNR, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for non-payment of rent. The tenant testified that he served the notice of hearing on the landlord on July 11, 2017 by registered mail and provided a tracking number.

Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on September 01, 2012. The monthly rent is \$739.00 payable on the first day of each month. On July 06, 2017, the landlord served the tenant with a notice to end tenancy for unpaid rent in the amount of \$25.00. The tenant disputed the notice in a timely manner.

The tenant testified that he had paid rent in full on the due date and was not given an explanation of why he still owed \$25.00. The tenant stated that the building was sold and a notice was slipped under his door informing him of the name of the new landlord. The tenant further added that he is having difficulty making contact with the new landlord.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove that the tenant did not pay full rent on the day it was due. The landlord did not file any documents to support the notice to end tenancy and also did not attend the hearing to provide oral testimony on the alleged outstanding rent.

Without evidence to support the claim, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

Since the tenant is successful in his application, I award him the recovery of the filing fee of \$100.00.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy shall continue.

The tenant may make a one-time deduction of \$100.00 from a future rent.

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: August 10, 2017

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Residential Tenancy Branch