



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order for the Landlord’s compliance - Section 62.

Preliminary Matters

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served in person with the application for dispute resolution and notice of hearing (the “Materials”) on November 1, 2017 in accordance with Section 89 of the Act. Postal evidence indicates that the Tenants refused the mail. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

The Tenant clarified that the Tenant is not seeking any compliance by the Landlord in relation to anything other than the issuance of the notice to end tenancy. As the Tenant is disputing this notice I find that the claim for compliance is not necessary or relevant and I dismiss this claim.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on July 1, 2017. Rent of \$800.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit. On October 18, 2017 the Tenant received a one month notice to end tenancy for cause (the "Notice"). The Tenant states that she has done nothing to warrant the Notice and that the Notice is therefore not valid.

Analysis

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Based on the undisputed evidence that there is no reason for the Notice, I find that the Notice is not valid and I cancel the Notice. The tenancy continues.

Conclusion

The Notice is cancelled and of no effect.

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: January 11, 2018

Residential Tenancy Branch