



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

CNR

### **Introduction**

This is the Tenant's Application for Dispute Resolution made February 1, 2018, seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued January 31, 2018 (the "Notice").

This matter was scheduled to be heard by teleconference at 11:00 a.m., on April 4, 2018. The Tenant and her support worker signed into the teleconference. The Landlord did not attend the teleconference, which remained open for 15 minutes.

The Tenant gave affirmed testimony. She testified that she mailed the Notice of Hearing documents to the Landlord, by registered mail, on February 1, 2018. She testified that she mailed a second package of documents to the Landlord, by registered mail, on March 2, 2018. The Tenant provided the receipts and tracking numbers for both of the registered packages.

Based on the affirmed testimony and documentary evidence provided by the Tenant, I am satisfied that the Landlord was duly served with the Notice of Hearing documents and copies of the Tenant's documentary evidence. The Hearing continued in the Landlord's absence.

### **Issue(s) to be Decided**

Is the Notice a valid notice to end the tenancy?

### **Background and Evidence**

A copy of the Notice was provided in evidence. Page 2 of the Notice provides no information with respect to how much rent or utilities are owed, or on what date such money was owed. The Notice is blank in that regard. The Landlord attached a “note” to the Notice, which is illegible, but which appears to allege that the Tenant is causing disturbances in the rental property.

### **Analysis**

When a tenant seeks to cancel a notice to end a tenancy, the onus is on the landlord to show that the tenancy should end for the reasons provided on the notice.

In this case, I find that the Notice is not a valid notice. It does not conform with Section 52 of the Act, and does not allege that the Tenant owes any rent or utilities.

Therefore, the Tenant’s application to cancel the Notice is granted.

### **Conclusion**

The Notice to End Tenancy for Unpaid Rent or Utilities issued January 31, 2018, is canceled. The tenancy will continue until it is ended pursuant to the provisions of 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: April 05, 2018

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Residential Tenancy Branch