



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Landlord's Use of the Property and to recover the filing fee.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on April 5, 2018. The Tenant provided Canada Post tracking information to support the service of documents. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absences.

Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started in September 2000 as a 1 year fixed term tenancy and then continued on a month to month basis. Rent is \$1,250.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$375.00 at the start of the tenancy. .

This matter was set for hearing at 9:00 a.m. on this date. The applicant appeared but the respondent failed to attend the hearing by 9:11 a.m.

Residential Tenancy Branch Rules of Procedure, section 10.1, provides:

10.1 Commencement of the dispute resolution proceeding

The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

In the absence of an appearance by the Respondent by 9:11 a.m., I find the Landlord has not supported the 2 Month Notice to End Tenancy for Landlord's Use of the Property with testimony or evidence and therefore I cancel the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated March 23, 2018. Further I order the tenancy to continue as agreed in the tenancy agreement whether it is written or verbal.

As the Tenant has been successful in this matter I order the Tenant to recover the filing fee of \$100.00 from the Landlord by reducing the next rent payment by \$100.00.

Conclusion

As the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated March 23, 2018 is cancelled and the tenancy is ordered to continue as agreed.

The Tenant is ordered to reduce the next rent payment by \$100.00 to recover the filing fee. .

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: June 5, 2018.

Residential Tenancy Branch
