



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

At the start of the conference call the parties said they had made an agreement to end the tenancy on September 1, 2019 as a result of a 2 Month Notice to End Tenancy for Landlord's Use of the Property.

This hearing is dealing with an application by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause. At the start of the hearing the Arbitrator questioned the parties why the complete 1 Month Notice to End Tenancy for Cause was not included in the evidence package. The evidence submitted has a photograph of part of page two of a 1 Month Notice to End Tenancy for Cause. Consequently, as there is only a partial image of the Notice to End Tenancy in the evidence package it is not possible to determine if the Notice is valid or not. I find there is a lack of evidence to proceed with the hearing. Therefore, I cancel the 1 Month Notice to End Tenancy for Cause due to a lack of evidence.

As the Tenant has been successful in this matter I order the Tenant to recover the \$100.00 filing fee by reducing the August 2019 rent by \$100.00.

### Conclusion

The 1 Month Notice to End Tenancy for Cause is cancelled and the tenancy is ordered to continue as agreed.

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: July 30, 2019

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Residential Tenancy Branch