



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, OLC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a 10-day notice to end tenancy for non payment of rent and for an order directing the landlord to comply with the *Act*. The notice of hearing was served on the landlord by email. 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.

On December 12, 2022, the landlord served the tenant with a 30-day notice to end tenancy for cause. The landlord altered the notice by hand and changed the notice period to 10 days. The tenant disputed the notice as a ten-day notice to end tenancy for non payment of rent.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged. The landlord did not file any evidence to support the reasons for the notice to end tenancy, nor did he attend the hearing. In addition the landlord's notice to end tenancy does not comply with s 52 (form and content) of *the Residential Tenancy Act*.

Without other evidence to support the reason for the notice to end tenancy, 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.

During the hearing the tenant agreed that the issues that she had with the laundry facility were resolved and accordingly she withdrew her application for an order directing the landlord to comply with the *Act*.

Conclusion

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

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 20, 2023

Residential Tenancy Branch