



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

Decision

Dispute Codes:

CNC

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated December 9, 2010 and also seeking reimbursement for a portion of the cost of filing in the amount of \$30.00.

Despite being served in person, the landlord did not appear.

Issue(s) to be Decided

The tenant applied to dispute the notice and the issues to be determined based on the testimony and the evidence is whether the criteria to support a One-Month Notice to End Tenancy under section 47 of the *Residential Tenancy Act*, (the *Act*), has been met, or whether the notice should be cancelled on the basis that the evidence does not support the cause shown.

The burden of proof is on the landlord to establish that the notice was justified.

Background and Evidence

The tenant testified that the tenancy began in May 2009 and the current rent is \$929.00. A deposit of \$450.00 was paid. The One-Month Notice to Notice to End Tenancy for Cause, a copy of which was submitted into evidence, indicated that the tenant was repeatedly late paying rent and the tenant had significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

The tenant testified that he did not agree with the allegations in the Notice. The tenant testified that the landlord had indicated that he would not be pursuing enforcement of the One-Month Notice issued on December 9, 2010 and had given the tenant \$20.00 towards the cost of filing the application.

The tenant still seeks an order to confirm that the One-month Notice was cancelled and also requested an order that the landlord reimburse the tenant for the remaining \$30.00 cost of the application.



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Analysis

The burden of proof to justify the One-Month Notice issued under section 47 was on the landlord. However, this landlord did not appear at the hearing to give testimony nor was any evidence submitted by the landlord. In light of the fact that the landlord has failed to sufficiently prove that any of the criteria listed under section 47 has been satisfied, I find that I must order that the One-Month Notice to End Tenancy for Cause dated December 9, 2010 be cancelled.

Conclusion

Based on the above, I hereby order that the One-Month Notice to End Tenancy of December 9, 2010 be cancelled and of no force nor effect.

I find that the tenant is entitled to be reimbursed the remaining \$30.00 cost of filing this application. I hereby order that the tenant deduct \$30.00 from the next rental payment owed to the landlord as a one-time abatement.

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 2011.

Residential Tenancy Branch