



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. The landlord did not appear at the hearing. The tenant testified that he personally served the landlord with the hearing documents on June 24, 2011. I noted that I received documentation via fax on July 13, 2011 that appears to be in support of the upholding the Notice to End Tenancy although the identity of the sender was not provided. The tenant stated he was not served any evidence by the landlord in recent days. I was satisfied the landlord is aware of this hearing and I proceeded to hear from the tenant without the landlord present.

Issue(s) to be Decided

Should the Notice to End Tenancy be upheld or cancelled?

Background and Evidence

The tenant testified that his tenancy commenced in December 2010 and he is required to pay rent of \$420.00 on the 1st day of every month for a room and shared use of the kitchen and bathroom with other occupants and the owner. The tenant paid a security deposit of \$210.00 to the landlord.

The tenant stated that to the best of his knowledge the named landlord is not the owner of the property but is authorized to act as the landlord on behalf of the owner. The owner does not reside in the residential property.

On June 19, 2011 the tenant received a 1 Month Notice to End Tenancy for Cause (the Notice) and disputed it within the time limits required by the Act. I was provided a copy of the Notice as evidence for this hearing.

Analysis

Based on the information I was provided by the tenant I am satisfied the Act applies to this tenancy and I have jurisdiction to resolve this dispute.

Where a Notice to End Tenancy comes under dispute the landlord has the burden to prove the tenancy should end for the reason(s) indicated on the Notice. In the absence of the landlord at the hearing I find the landlord has failed to establish the tenancy should end. Therefore, I cancel the Notice to End Tenancy with the effect that this tenancy continues.

Conclusion

The Notice to End Tenancy has been cancelled and the tenancy continues.

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 14, 2011.

Residential Tenancy Branch