



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

CNC

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause.

The female Tenant stated that on, or about, July 02, 2014 the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenant was unable to locate the receipt for this mailing.

The male Tenant stated that on August 15, 2014 they received an email from the Landlord, in which she expressed frustration in having to go to the "arbitration" and disappointment that a date for arbitration had scheduled.

On the basis of the testimony, I find it reasonable to conclude that the Tenant served the Landlord with the Application for Dispute Resolution and the Notice of Hearing, and that the Landlord received those documents. The Landlord retains the right to file an Application for Review Consideration if she did not receive these documents.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause be set aside?

### Background and Evidence

The male Tenant stated that this tenancy began on January 15, 2011. He stated that the rent of \$1,000.00 is due by the fifteenth day of each month.

The male Tenant stated that on, or about, June 24, 2014 they received a One Month Notice to End Tenancy. The female Tenant stated that the Notice was received on, or about, June 23, 2014.

The male Tenant stated that the Notice to End Tenancy, which was dated June 18, 2014, declared that the Tenant must vacate the rental unit by July 30, 2014. He said the reason indicated on the Notice for ending the tenancy was that the Tenant was repeatedly late paying rent.

The male Tenant stated that he does not believe the Landlord has grounds to end this tenancy on the basis of late rent payments. He stated that he believes the Landlord wishes to end this tenancy so she can repair and sell the rental unit.

### Analysis

A landlord has the right to end a tenancy if the rent is repeatedly late, pursuant to section 47 of the *Residential Tenancy Act (Act)*. The Landlord bears the burden of proving there are grounds to end the tenancy. As the Landlord did not attend the hearing in support of the Notice to End Tenancy that is the subject of this dispute, I am unable to conclude that there are sufficient grounds to end this tenancy.

I therefore grant the Tenant's application to set aside the One Month Notice to End tenancy for Cause, dated June 18, 2014.

### Conclusion

This tenancy will continue until it is ended in accordance with the *Act*.

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: August 28, 2014

---

Residential Tenancy Branch

