



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled for 3:00 p.m. on today's date to hear the tenants' application to cancel a 1 Month Notice to End Tenancy for Cause. At the commencement of the hearing both tenants were in attendance; however, the landlord was not. The tenants testified that they personally served the landlord's agent who issued the Notice to Tenancy with the hearing documents on July 13, 2012.

I also noted that the landlord had provided evidence prior to the hearing. I found I was satisfied the landlord was served with the hearing documents and aware of this proceeding; therefore, I left the teleconference call open until 3:10 p.m. in order to provide the landlord time to appear.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The tenants received a 1 Month Notice to End Tenancy for Cause (the Notice) dated July 4, 2012. The tenants filed to dispute the Notice within the time limit provided under the Act.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, based on a balance of probabilities, that the tenancy should end for the reason(s) indicated on the Notice.

As the landlord did not appear at the hearing, I found the landlord has not established the tenancy should end for reasons indicated at the hearing. Therefore, I cancel the Notice with the effect that this tenancy continues.

Conclusion

The Notice to End Tenancy issued July 4, 2012 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: August 02, 2012.

Residential Tenancy Branch