



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a Notice to End Tenancy for Cause.

The tenant and a paralegal advocate for the tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The landlord submitted late evidence dated August 8, 2013. As a result, I am satisfied that the landlord was served with the Notice and was aware of the date and time of the hearing but did not call into the hearing for the entire duration of the hearing which was eleven minutes.

### Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

### Background and Evidence

A fixed term tenancy began on February 1, 2009 and reverted to a month to month tenancy after February 1, 2010. Monthly rent in the amount of \$675.00 is due on the first day of each month.

The tenant confirmed receiving a 1 Month Notice to End Tenancy for Cause (the "Notice") dated June 30, 2013 with an effective vacancy date of June 30, 2013, which would automatically correct under the *Act* to July 31, 2013. The tenant disputed the Notice on July 8, 2013 which is within the permitted 10 day timeline under section 47 of the *Act*. The landlord listed the following reasons on the Notice:

1. Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
2. Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety, or physical well-being of another occupant or the landlord.
3. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord did not attend the hearing to speak to the evidence submitted. The tenant's paralegal advocate indicated that she had an issue with the landlord's evidence being late and names being redacted from the evidence. The paralegal advocate for the tenant stated that the landlord refused to accept rent for the month of August 2013.

### Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

When a tenant disputes a Notice, the onus of proof reverts to the landlord to prove that the Notice is valid and should be upheld. If the landlord fails to prove the Notice is valid, the Notice will be cancelled.

As the landlord did not attend the hearing to present evidence to support the Notice, **I find** the landlord has failed to prove that the Notice was valid. As a result, **I cancel** the Notice dated June 30, 2013. **I order** that the tenancy continue until ended in accordance with the *Act*.

The tenant's paralegal advocate stated that the landlord refused rent for August 2013. The landlord should not refuse rent as I have ordered the tenancy to continue until ended in accordance with the *Act*.

### Conclusion

I cancel the 1 Month Notice to End Tenancy for Cause dated June 30, 2013 due to insufficient evidence. I order that the tenancy continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 13, 2013

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Residential Tenancy Branch

