



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Canadian Mental Health Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This Hearing dealt with the Tenant's application filed November 4, 2013, to cancel a *One Month Notice to End Tenancy for Cause* issued October 31, 2013 (the "Notice").

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he served the Landlord BH with the Notice of Hearing documents by registered mail sent November 6, 2013. The Tenant also testified that he served the Landlord BH with copies of his documentary evidence by registered mail sent December 4, 2013.

The Tenant provided the tracking numbers for the both registered packages. A search of the Canada Post Tracking website indicates that the Landlord BH signed for the Notice of Hearing package on November 7, 2013, and the Tenant's documentary evidence on December 5, 2013.

Based on the Tenant's affirmed testimony and the Canada Post searches, I am satisfied that the Landlord was duly served with the Notice of Hearing package and the Tenant's documents. In spite of being served, the Landlord did not sign into the Hearing which remained open for 12 minutes.

Issue to be Decided

- Should the Notice be cancelled?

Background and Evidence

The Tenant took possession of the rental unit on April 15, 2013, and moved into the rental unit on April 30, 2013.

On October 31, 2013, the Tenant received the Notice, which was slipped under his door. The Notice, a copy of which was provided in evidence, indicates that the Landlord seeks to end the tenancy because, "Tenant or a person permitted on the property by the tenant has: significantly interfered with or unreasonably disturbed another occupant or the landlord."

The Tenant disputed the Notice and testified that he is at a loss to understand what the Landlord is referring to. He is concerned because the Landlord has not spoken to him about any allegations against him by other tenants in the building, or explained what it is that he is alleged to have done to warrant ending the tenancy.

Analysis

When a tenant seeks to cancel a notice to end tenancy, the onus is on the landlord to prove on the balance of probabilities that the tenancy should end for the reasons indicated on the notice to end tenancy. In this case, the Landlord did not attend the Hearing to give testimony or provide any documentary evidence to support the Notice and therefore I find that the Landlord has not met the burden of proof.

Conclusion

The Notice to End Tenancy issued October 31, 2013, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of 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: December 17, 2013

Residential Tenancy Branch

