



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0781178 BC LTD. and LION HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled for 1:30 p.m. on this date to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause issued on January 30, 2014. The landlord did not appear at the hearing despite leaving the teleconference call open until 1:40 p.m. The tenant testified that he served the landlords' agent in person at the landlord's office within three days of filing this application.

Based upon the tenant's undisputed submissions I was satisfied the landlord was served with notification of this hearing and I continued 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 received a 1 Month Notice to End Tenancy for Cause dated January 30, 2014 that was posted on his door. The tenant filed to dispute the Notice within the time limit provided by the Act. The tenant submitted that this is the second 1 Month Notice he has been served and that the earlier Notice was cancelled in a previous dispute resolution proceeding because the landlord did not present sufficient evidence to substantiate the reasons indicated on that Notice. Upon review of the previous decision, I found the tenant's statements to be accurate.

Analysis

When a Notice to End Tenancy comes under dispute, the landlord bears the burden to prove the tenancy should end for the reason(s) indicated on the Notice. In the absence of the landlord at today's hearing, and in the absence of any documentary evidence

from the landlord, I find the landlord has not met that burden and I cancel the Notice with the effect that this tenancy continues.

The landlord is cautioned that repeated issuance of Notices to End Tenancy where the landlord fails to show just cause for its issuance may be found to be a breach of the tenant's right to quiet enjoyment.

Conclusion

The 1 Month Notice to End Tenancy for Cause dated January 30, 2014 is 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: March 12, 2014

Residential Tenancy Branch

