



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Street Holdings  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause.

The tenant attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenant gave evidence that he served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution by personally serving the staff member on duty in the beer and wine store and office on approximately February 27, 2014. I find the landlord was properly served.

### Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

### Background and Evidence

The tenant provided a copy of a Notice to End Tenancy for Cause (the "Notice") dated February 2, 2014.

### Analysis

When a landlord issues a notice to end tenancy for cause and the notice is disputed by the tenant, the onus is on the landlord to prove one or more of the specified causes on a balance of probabilities. If the landlord proves at least one of those causes, the Notice will not be cancelled. However, if the landlord does not prove any of the specified causes, then I must cancel the Notice.

Since the landlord did not attend the hearing, despite being properly served, I find the landlord has failed to prove any cause for ending the tenancy. I therefore order that the Notice is cancelled.

Conclusion

The notice to end tenancy is cancelled.

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: April 14, 2014

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Residential Tenancy Branch

