



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SIESTA ROOMS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. The landlord did not appear at the hearing. The tenant testified that he personally served the hearing package to the landlord's staff person at the front desk of the residential property on April 15, 2014. I was satisfied the landlord was sufficiently served with notification of this proceeding and I continued to hear from the tenant without the landlord present.

### Issue(s) to be Decided

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

### Background and Evidence

The tenant testified that he received a 1 Month Notice to End Tenancy for Cause posted on his door on March 29, 2014 with an effective date at the end of April 2014. The tenant filed to dispute the 1 Month Notice within the time limit for doing so.

### Analysis

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

Since the landlord did not appear at the hearing to present a basis to end the tenancy, I find the landlord has not met its burden and I cancel the 1 Month Notice with the effect that this tenancy continues at this time

Conclusion

The 1 Month Notice to End Tenancy received by the tenant on March 29, 2014 has been cancelled and the tenancy continues at this time.

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: May 28, 2014

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Residential Tenancy Branch

