



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prang Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened to address a claim by the tenant for an order setting aside a notice to end this tenancy. The tenant participated in the conference call hearing with his advocate but the landlord did not participate. The tenant provided oral evidence that he served the landlord with the application for dispute resolution and notice of hearing by registered mail and that the mail was returned unclaimed. I was satisfied that the landlord had been properly served with notice of the claim against them and the hearing proceeded in their absence.

Issue to be Decided

Should the notice to end tenancy be set aside?

Background and Evidence

The tenant's undisputed evidence is as follows. On November 4, 2014, a hearing was scheduled which addressed a claim by the tenant to set aside a notice to end tenancy dated October 15, 2014 (the "Previous Notice"). The landlord did not appear at the hearing to give evidence and the arbitrator ordered that the Previous Notice be set aside. On October 31, 2014, the tenant was served with another notice to end tenancy for cause (the "Current Notice") which is the subject of this dispute. Again, the landlord has not appeared to provide evidence of why the tenancy should end.

Analysis

The landlord bears the burden of proving that there are grounds to end this tenancy. As the landlord provided no evidence to support the Current Notice, I find the landlord has not met this burden. I therefore order that the Current Notice be set aside and of no force or effect.

I note that it is always open to a landlord to serve a tenant with a notice to end the tenancy if the landlord believes that they have grounds to end the tenancy. However, in this case, because both the Previous Notice and Current Notice have been set aside, any cause upon which the landlord would base a third notice to end tenancy must occur after the date of the Current Notice, which means that a future notice could not consider events occurring prior to November 1, 2014.

Conclusion

The Current Notice is set aside and of no force or effect. As a result, the tenancy will continue.

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 09, 2014

Residential Tenancy Branch

