



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, OLC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An order cancelling two notices to end tenancy – Section 47 and 49; and
2. An Order for the Landlord’s compliance – Section 62.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions. The Tenant withdrew its claim in relation to the Landlord’s compliance.

Issue(s) to be Decided

Are the notices to end tenancy valid?

Is the Tenant entitled to an order cancelling the notices to end tenancy?

Background and Evidence

The tenancy started about September 15, 2014. Rent of \$450.00 is payable monthly on the first day of each month. On February 1, 2015 the Landlord gave the Tenant a one month notice to end tenancy for cause and a hand written note that the Landlord wanted the unit for the Landlord’s own use. No copy of the either notice was provided as evidence. The Tenant states that the Landlord informed the Tenant that the Tenant

could remain in the unit and that the Landlord was no longer pursuing the end of the tenancy.

Analysis

Where a notice to end tenancy issued by a landlord comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the notice to end tenancy and that at least one reason must constitute sufficient cause for the notice to end tenancy to be valid. As the Landlord did not appear and as the Landlord did not submit any evidence to support the issuance or validity of the notices now being disputed, including copies of the notices, I find that neither notice is valid. The Tenant is therefore entitled to a cancellation of both notices and the tenancy continues.

Conclusion

The notices to end tenancy are not valid and have no effect.

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 16, 2015

Residential Tenancy Branch

