



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy for cause and for “Other” issues of which none were disclosed during the hearing.

The Tenant appeared for the hearing with an Advocate. However, only the Tenant provided affirmed testimony as well as documentary evidence in advance of the hearing. There was no appearance by the Applicant Landlord for the eight minute duration of the hearing and no submission of written evidence prior to the hearing. Therefore, I turned my mind to the service of documents for this hearing to the Landlord.

The Tenant testified that she had personally served the Landlord with a copy of the Application and the Notice of Hearing documents on May 27, 2015. Based on the undisputed evidence of the Tenant and in the absence of any other evidence before me, I find the Tenant effected service of the documents for this hearing pursuant to Section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

The Tenant provided a copy of the 1 Month Notice to End Tenancy for Cause (the “Notice”) dated May 14, 2015. The Tenant testified that the Notice had been served to her personally and that she had applied to dispute the Notice on May 20, 2015. The Tenant testified that although she was looking to vacate the rental unit she could not commit to a date at this moment in time and disputed the reasons provided by the Landlord on the Notice.

Analysis and Conclusion

I find that the Tenant made the Application to dispute the Notice within the 10 day time limit imposed by Section 47(4) of the Act.

When a landlord serves a tenant with a Notice, the landlord bears the burden of proof.

The Landlord in this case failed to appear for the hearing and provided no documentary evidence in advance of the hearing to prove the reasons why the tenancy should end as indicated on the Notice. As the Landlord failed to appear for the hearing to prove the Notice and the Tenant disputes the reasons, I must now cancel the Notice.

Conclusion

For the reasons set out above, I cancel the Notice issued by the Landlord dated May 14, 2015. The tenancy will continue until it is ended in accordance with the Act.

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: July 13, 2015

Residential Tenancy Branch

