



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DORSET REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice").

The tenant attended the teleconference hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The tenant testified that he served the Notice of Hearing, Application and evidence on the landlord by registered mail on August 14, 2015, but could not locate the registered mail tracking number during the hearing. Without any evidence to prove to the contrary, I accept the tenant's undisputed testimony that the landlord was served by registered mail dated August 14, 2015 in accordance with the *Act*.

Issue to be Decided

- Should the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities be cancelled?

Background and Evidence

A copy of the 10 Day Notice dated August 9, 2015 was submitted in evidence. The tenant disputed the 10 Day Notice on August 14, 2015, which is within the 5 day timeline provided for under section 46 of the *Act*. The landlord failed to attend the hearing to speak to the merits of the 10 Day Notice.

Analysis

Based on the documentary evidence and the undisputed testimony of the tenant, and on the balance of probabilities, I find the following.

When a tenant disputes a 10 Day Notice, the onus of proof reverts to the landlord to prove that the 10 Day Notice is valid and should be upheld. If the landlord fails to prove the 10 Day Notice is valid, it will be cancelled.

As the landlord did not attend the hearing to present evidence to support the 10 Day Notice, **I find** the landlord has failed to prove that the 10 Day Notice is valid. As a result, **I cancel** the 10 Day Notice dated August 9, 2015.

I ORDER that the tenancy continue until ended in accordance with the *Act*.

Conclusion

The tenant's application is successful.

The 10 Day Notice dated August 9, 2015 is cancelled, due to insufficient evidence. The tenancy has been ordered to continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: September 18, 2015

Residential Tenancy Branch

