



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC; RR; FF

Introduction

This Hearing dealt with the Tenant's application filed August 11, 2015, to cancel a *One Month Notice to End Tenancy for Cause* issued August 9, 2015, (the Notice); for a rent reduction; and to recover the cost of the filing fee from the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that he served the Landlord with the Notice of Hearing documents by handing the documents to the Landlord on or about August 12, 2015.

The Tenant also provided a letter in evidence, dated August 29, 2015, which is signed by both parties and which confirms that the parties have "settled with a mutual satisfaction". The Tenant stated that he didn't expect that the Landlord would call into the teleconference.

The Tenant stated that the parties had agreed that the Tenant would move some of his belongings into storage and would clean the rental unit. The Tenant stated that he had done so, and that the parties also agreed that the tenancy would continue.

The Tenant withdrew his application for a rent reduction and recovery of the filing fee.

The teleconference remained open for 20 minutes, but the Landlord did not sign in. I am satisfied that the Landlord was served with the Notice of Hearing documents.

When a tenant seeks to cancel a notice to end the tenancy, it is a reverse onus situation. In other words, the onus is on the landlord to provide sufficient evidence, on the balance of probabilities, that the tenancy should end for the reasons provided on the notice. In this case, the Landlord did not attend the teleconference and did not provide evidence with respect to the Notice. Therefore, the Notice is cancelled. The tenancy will continue until it is ended in accordance with the provisions of the Act.

Conclusion

The Notice to End Tenancy issued August 9, 2015, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenant withdrew the remainder of his Application.

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: October 21, 2015

Residential Tenancy Branch

