



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Walden Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNSD

Introduction

The tenant applied for an order pursuant to section 47(4) of the Residential Tenancy Act to set aside a Notice of End a Residential Tenancy for cause dated September 21, 2105 setting the end of tenancy for October 31, 2015, and an application for a monetary Order for recovery of the security deposit. Based on the evidence of the tenant I found that the landlord was deemed to have received the application for dispute resolution by registered mail on September 29, 2015. Only the tenant attended the application by way of teleconference which lasted twelve minutes.

Issue(s) to be Decided

Is the tenant entitled to an Order cancelling the Notice?

Background and Evidence

The tenant testified that she was served with the Notice to End the Tenancy on September 22, 2015 and that she challenged it by filing this application.

Analysis

Once a tenant challenges a Notice to End a Tenancy for Cause the burden of proof on an application for an order for possession for cause rests with the landlord who must on the balance of probabilities establish cause. This onus must be satisfied strictly where the landlord seeks to end a tenancy. In this matter a hearing was scheduled with respect to this matter by teleconference. The applicants failed to participate in the hearing at the appointed time notwithstanding the elapse of **twelve** minutes. Rule 10.1 of the Rules of Procedure provides:

Commencement of the dispute resolution proceeding

The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

As the landlord failed to attend the hearing and establish cause, I have allowed the tenant's application to cancel the Notice to End the Tenancy dated September 21, 2015. Because the tenancy is not at an end, I have dismissed the tenant's application to recover her security deposit with leave to reapply.

Conclusion

I have cancelled the Notice of End a Residential Tenancy dated September 21, 2015 setting the end of tenancy for October 31, 2015. The tenancy is confirmed. I have cancelled the tenant's application for the return of her security deposit with leave to reapply.

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: November 24, 2015

Residential Tenancy Branch

