



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Shiloh Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CLC

### Introduction

This is an application brought by the tenant requesting an Order canceling a Notice to End Tenancy that was given for cause.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on September 11, 2015; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not to cancel a Notice to End Tenancy that was given for cause.

### Background and Evidence

The applicant/tenant testified that on September 8, 2015 she received the Notice to End Tenancy, by registered mail, which had the following reasons given for ending the tenancy:

- Tenant or person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturb another occupant or the landlord

- seriously jeopardize the health or safety or lawful right of another occupant or the landlord

The tenant testified that she does not believe this is a valid Notice to End Tenancy as she does not disturb anyone, nor has she done anything that will jeopardize the health or safety or lawful right of another occupant or the landlord.

The tenant is therefore requesting that this Notice to End Tenancy be canceled.

### Analysis

As stated above, the landlord did not appear at today's conference call to give any testimony explaining the reasons for ending the tenancy.

The burden of proving the reasons given for ending a tenancy lies with the landlord, and in the absence of any information as to why this Notice to End Tenancy has been given it is my finding that the landlord has not met the burden of proving the reasons given for ending the tenancy.

I therefore allow the tenants request to cancel the Notice to End Tenancy.

### Conclusion

The one-month Notice to End Tenancy dated August 31, 2015 is hereby canceled and this tenancy continues.

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 12, 2015

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Residential Tenancy Branch

