



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OPC MND

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* ("the *Act*"), I was designated to hear this matter. This hearing dealt with applications from both the landlord and the tenant under the *Act*. The landlord applied for an Order of Possession for Cause pursuant to section 55; and a monetary order for unpaid rent pursuant to section 67.

The tenant applied for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("the 1 Month Notice") pursuant to section 47.

While the tenant attended the hearing by way of conference call with an advocate, the landlord did not, although I waited until 11:44 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 11:30 a.m. Rule 10.1 of the Rules of Procedure provides as follows:

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.

In the absence of the landlord's participation in this hearing, **I order the landlord's application dismissed without liberty to reapply.**

Issue(s) to be Decided

Should the landlord's 1 Month Notice to End Tenancy be cancelled?

Background and Evidence

The tenant and his advocate on his behalf both testified that this tenancy began on July 4, 2014 with a market rent amount of \$750.00 payable on the first of each month. The advocate advised that the tenant receives a subsidy towards his rent. The tenant testified that the landlord continues to hold a security deposit of \$375.00 paid by the tenant at the outset of this tenancy.

The tenant submitted a copy of a 1 Month Notice to End Tenancy that indicated 4 reasons to end the tenancy. The landlord originally made an application to have this notice enforced with

the issuance of an order of protection. Both the tenant and the landlord's application were scheduled to be heard at today's hearing.

Analysis

When a tenant applies to cancel a notice to end tenancy, the burden shifts to the landlord to justify the notice issued. The tenant entered into written evidence a copy of the 1 Month Notice to End Tenancy for Cause. In that Notice, the landlord cited the following reasons for the issuance of the Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *put the landlord's property at significant risk.*

Tenant has caused extraordinary damage to the unit/site or property/park.

The landlord originally made an application with respect to this Notice to End Tenancy. However, the landlord did not attend to support their application and I have dismissed their application. Given that I have been provided with no evidence at this hearing that can support the landlord's notice and given the landlord's failure to attend this hearing, I find that the 1 Month Notice to End Tenancy shall be cancelled. The tenancy will continue.

Conclusion

The landlord's application is dismissed in its entirety without leave to reapply.

The tenant's application is granted. The 1 Month Notice to End Tenancy shall be cancelled. The tenancy will continue.

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: January 11, 2016

Residential Tenancy Branch

