



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC; OLC; FF

### **Introduction**

This Hearing dealt with the Tenants' Application for Dispute Resolution made November 6, 2015, seeking to cancel a *One Month Notice to End Tenancy for Cause* issued October 28, 2015 (the Notice); for an Order that the Landlord comply with the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

The Tenants gave affirmed testimony at the Hearing.

The Tenants testified that they served the Landlord with the notice of hearing documents on November 9, 2015, by hand delivering the documents to the Landlord's office. Based on the Tenants' affirmed testimony, I am satisfied that the Landlord was duly served. The Landlord did not sign into the Hearing, which remained open for 15 minutes.

### **Issue to be Decided**

- Should the Notice be cancelled?

### **Background and Evidence**

The Tenants testified that they received the Notice on October 28, 2015. They stated that after they served the Landlord with notice of the hearing, the Landlord sent them an e-mail on November 9, 2015, advising the Tenants that they didn't have to file their dispute because the Landlord agrees that there is no valid government order.

### **Analysis**

The Notice indicates the following reason for ending the tenancy:

- Rental unit must be vacated to comply with a government order.

When a landlord seeks to end a tenancy, the onus is on the landlord to prove on the balance of probabilities that the tenancy should end for the reasons indicated on the notice to end tenancy. In this case, the Landlord did not attend the Hearing to prove that the Notice was a valid notice. I accept the Tenants' testimony and documentary evidence that there is no government order that the rental unit must be vacated.

For the reasons set out above, I find that **the Notice is not a valid notice to end the tenancy and it is cancelled.** The tenancy will continue until it is ended in accordance with the provisions of the Act.

I explained to the Tenants that they must make an Application for Dispute Resolution to cancel a notice to end tenancy within a specific time frame (depending on the reason for ending the tenancy). Otherwise, the Tenants may be found to have conclusively accepted that the tenancy ends on the effective date of the notice to end tenancy. The time frame for filing a dispute is provided on the second page of a landlord's notice to end the tenancy.

I find that the Tenants are entitled to recover the cost of the **\$50.00** filing fee from the Landlord. Pursuant to the provisions of Section 72 of the Act, the Tenants may deduct \$50.00 from future rent due to the Landlord.

### **Conclusion**

**The Notice to End Tenancy issued October 28, 2015, is cancelled.** The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenants may deduct **\$50.00** from future rent due to the Landlord.

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 08, 2016

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Residential Tenancy Branch

