



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC

### **Introduction**

This Hearing dealt with the Tenant's Application for Dispute Resolution made November 23, 2015, to cancel a *One Month Notice to End Tenancy for Cause* issued November 17, 2015 (the "Notice").

The Tenant gave affirmed testimony at the Hearing.

It was determined that the Tenant mailed the Notice of Hearing documents to the Landlord, by registered mail, on November 27, 2015. The Tenant provided the tracking number for the registered documents. A search of the Canada Post Tracking system provides that the Landlord signed for the documents on December 2, 2015. Despite being duly served with the Notice of Hearing documents, the Landlord did not sign into the teleconference, which remained open for 15 minutes. The Hearing continued in his absence.

### **Issue to be Decided**

- Should the Notice be cancelled?

### **Background and Evidence**

A copy of the Notice was provided in evidence. The Tenant stated that she does not agree with the Landlord's reasons for wanting to end the tenancy. She stated that she has not interfered with or unreasonably disturbed another occupant or the Landlord.

The Tenant testified that she received the Notice on November 17, 2015, and that the Landlord provided her with another notice to end the tenancy on November 26, 2015. The Tenant stated that the second notice gave identical reasons to end the tenancy, but that it corrected the spelling of her name and provided a different effective date.

## **Analysis**

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 the tenancy. In this case, I find that the Landlord has not provided sufficient evidence to support the Notice. I accept the Tenant's undisputed testimony that the second notice to end tenancy is effectively a corrected version of the Notice and that it is not supported either.

For the reasons set out above, I find that the two Notices to End Tenancy are not valid and they are canceled. The tenancy will continue until it is ended in accordance with the provisions of the Act.

## **Conclusion**

The Notices to End Tenancy for Cause issued November 17 and 26, 2015, are cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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 04, 2016

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Residential Tenancy Branch