



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the tenants to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) dated February 1, 2016.

The tenants, the landlord and a support for the landlord attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The landlord confirmed that he did not submit any evidence in response to the tenants’ application for dispute resolution.

Issue to be Decided

- Should the 1 Month Notice dated February 1, 2016 be cancelled?

Background and Evidence

A month to month tenancy began on July 1, 2014. Monthly rent of \$700.00 is due on the first day of each month.

The parties agree that a 1 Month Notice dated February 1, 2016 was served on and received by the tenants on February 2, 2016 and had an effective vacancy date of February 29, 2016, which automatically corrects to March 31, 2016 under section 53 of the *Act*. The tenants filed to dispute the 1 Month Notice on February 12, 2016 which is within the ten day timeline provided for under section 47 of the *Act*.

In the 1 Month Notice, the landlord has alleged one cause, which is “Rental unit/site must be vacated to comply with government order.”

The landlord confirmed that he did not submit any documentary evidence to support the cause alleged in the 1 Month Notice. The tenants testified that they have not received a government order supporting the cause listed on the 1 Month Notice.

Analysis

Based on the above the testimony of the parties, and on a balance of probabilities, I find as follows.

The 1 Month Notice dated February 1, 2016 has an effective vacancy date which automatically corrects under the *Act* to March 31, 2016. The tenants disputed the 1 Month Notice on February 12, 2016 which is within the ten day timeline provided for under section 47 of the *Act* to dispute a 1 Month Notice.

Once a 1 Month Notice is disputed, the onus of proof is on the landlord to prove that the 1 Month Notice is valid. The landlord did not submit any documentary evidence in support of the 1 Month Notice. At the very least, I would have expected the landlord to have submitted a copy of the government order to support the 1 Month Notice which the landlord failed to do.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails. In the matter before me, the landlord has the onus of proof to prove that the 1 Month Notice is valid. Based on the above, I **find** the landlord has provided insufficient evidence to prove that the 1 Month Notice dated February 1, 2016 is valid. Therefore, I **cancel** the 1 Month Notice dated February 1, 2016 as the landlord has not met the burden of proof to prove that the 1 Month Notice is valid.

I ORDER the tenancy to continue until ended in accordance with the *Act*.

Conclusion

The tenants' application is successful. The 1 Month Notice issued by the landlord dated February 1, 2016 is cancelled.

The tenancy has been ordered to continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: March 11, 2016

Residential Tenancy Branch

