



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy for cause. The Tenant appeared for the hearing with her legal advocate and provided affirmed testimony. The only evidence provided prior to this hearing was from the Tenant who submitted an extensive documentary and digital evidence package. There was no appearance by the Landlord or any submission of written evidence despite the telephone line being left open for ten minutes to allow the Landlord to appear. Therefore, I turned my mind to the service of documents by the Tenant for this hearing.

The Tenant testified that she served a copy of the Application and the Notice of Hearing documents to the Landlord personally on May 7, 2016. The Tenant provided a document which was signed by the Landlord confirming service of the required paperwork. Therefore, in the absence of any evidence to dispute this, I accepted the undisputed testimony that the Tenant served the Landlord pursuant to Section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

The Tenant provided a copy of the 1 Month Notice to End Tenancy for Cause (the “Notice”) dated April 27, 2016 into evidence. The Tenant testified that the Notice was posted on her door and had been received by her on the same day. The Tenant applied to dispute the Notice on May 2, 2016. The Tenant testified that she did not agree with the reasons on the Notice and had not been provided any information or evidence regarding the Notice prior to this hearing from the Landlord.

Analysis and Conclusion

Based on the undisputed evidence before me, I find the Tenant made the Application to dispute the Notice within the ten day time limit imposed by Section 47(4) of the Act. The Landlord failed to appear for the hearing and provided no documentary evidence in advance of the hearing to prove the reasons why the tenancy should end. When a landlord serves a tenant with a Notice, the landlord bears the burden of proof. As the

Landlord failed to appear for the hearing to prove the Notice, and the Tenant disputes the Notice, I must now cancel the Notice.

Conclusion

For the reasons set out above, I cancel the Notice issued by the Landlord dated April 27, 2016 and the tenancy will continue until it is ended in accordance with the Act. This file is now closed.

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: June 06, 2016

Residential Tenancy Branch