



Dispute Resolution Services

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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 Tenants to cancel a notice to end tenancy for cause. The Tenants appeared for the hearing and provided affirmed testimony. The only evidence provided prior to this hearing was from the Tenants. 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 Tenants for this hearing.

The Tenants testified that she served a copy of the Application and the Notice of Hearing documents to the Landlord by registered mail on May 17, 2016. The Tenants provided the Canada Post Tracking number into oral evidence and explained that it had been served to the Landlord’s place of business. This Canada Post tracking number is detailed on the front page of this Decision.

The Canada Post website indicates that the documents were received and signed for by the Landlord’s company on May 19, 2016. Therefore, in the absence of any evidence to dispute this, I accepted the undisputed testimony that the Tenants served the Landlord pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”).

The Tenants provided a copy of the 1 Month Notice to End Tenancy for Cause (the “Notice”) dated April 29, 2016 into evidence. The Tenants testified that the Notice was received by them personally on the same day. The Tenants applied to dispute the Notice on May 9, 2016. The Tenants testified that they disputed the Notice.

Analysis and Conclusion

Based on the undisputed evidence before me, I find the Tenants 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 Tenants dispute the Notice, I must now cancel the Notice. I make no legal findings on the reasons for ending the tenancy as detailed on the Notice.

Conclusion

For the reasons set out above, I cancel the Notice issued by the Landlord dated April 29, 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 13, 2016

Residential Tenancy Branch