



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On May 9, 2016, the Tenant made an Application for Dispute Resolution to cancel a 1 Month Notice to End Tenancy for Cause, (the Notice) dated May 11, 2016.

The matter was set for a conference call hearing at 9:00 a.m. on this date. The Tenant attended the teleconference hearing; however, the Landlord did not. The phone line remained open and was monitored for ten minutes and the Landlord did not call into the hearing during this time.

Issue to be Decided

Should the Notice dated May 11, 2016, be cancelled?

Background and Evidence

The Tenant testified that the tenancy began on July 1, 2015, as a month to month tenancy. Rent in the amount of \$450.00 is paid directly by the Ministry of Social Development and Social Innovation each month.

The Tenant disputed the Notice on May 19, 2016, within the appropriate timelines. The Tenant's advocate testified that the Tenant did not receive a call back from the Residential Tenancy Branch regarding the Notice of Hearing documents.

The Tenant's advocate attended the Service BC location on June 14, 2016 and retrieved the Notice of Hearing documents. The Advocate testified that she served the Notice of Hearing documents on the owner of the rental unit, A.C. at 5:00 p.m. on June 14, 2016, by handing the documents directly to him.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the Notice is valid. I find that the Landlord was served with the Notice of Hearing and failed to attend the hearing to prove the allegation within the Notice.

Therefore, as the Landlord did not attend the hearing by 9:10 a.m., I cancel the 1 Month Notice to End Tenancy for Cause dated May 11, 2016.

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

Conclusion

The Tenants' application is successful. The 1 Month Notice To End Tenancy for Cause issued by the Landlord dated May 11, 2016, is cancelled.

The tenancy will 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: June 21, 2016

Residential Tenancy Branch