



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Regent Hotel  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person on May 5, 2016 in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Other Matters

Although it appeared that there may have been other matters under dispute on the application the Tenant confirmed during the hearing that the only claim being sought is to cancel the notice to end tenancy. The hearing started at its scheduled time of 10:30 a.m. After the Tenant gave its evidence and while waiting for the Landlord to appear, the Tenant, perhaps inadvertently, put the conference call on hold at the Tenant’s end. After waiting until 10:42 the Landlord did not appear and the Tenant’s phone line was still on hold. The hearing was then ended by the Arbitrator.

### Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started in July 2013. Rent of \$450.00 is payable in advance of the 1<sup>st</sup> of each month. The Tenant cannot recall the date but was given a notice to end tenancy for cause (the "Notice") issued on April 29, 2016 by the Landlord. The Tenant states that there are no valid grounds for the Notice.

Analysis

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. As the Landlord did not appear to provide any evidence and as the Landlord provided no documentary evidence to substantiate the Notice, I find that the Notice is not valid. The Tenant is entitled to its cancellation.

Conclusion

The Notice is cancelled and of no effect.

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

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Residential Tenancy Branch