



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 674082 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MT

### Introduction and Conclusion

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein he sought to cancel a 1 Month Notice to End Tenancy for Cause issued on June 6, 2016 (the "Notice") as well as more time to apply to cancel the Notice.

Only the Tenant's Advocate, S.S., appeared at the hearing. S.S. testified that the Landlord was served with the Tenant's Application for Dispute Resolution and Notice of Hearing by registered mail. S.S. also stated that approximately one month ago, he spoke with the Landlord's representative, F. (who he stated is the assistant to the "Head Landlord" M.) about the hearing and F. confirmed she was aware of the hearing on August 3, 2016 at 9:30 a.m.

S.S. also confirmed that he spoke with F. regarding the Notice and the hearing. He stated that he and F. discussed the circumstances giving rise to the Notice, the insufficiency of the Landlord's communication to the Tenant with respect to any warnings, the negative impact of others living in the rental building, and they agreed it was probably in the Tenant's best interest to not live in the building, but that alternate accommodation has not yet been found. S.S. stated that to his understanding F. was willing to work with the Tenant and the agency, with whom S.S. works, to resolve the matter, however no formal agreement had been reached. S.S. speculated that the Landlord did not attend the hearing as they perhaps did not wish to proceed with the Notice, but was cautious noting that no formal agreement had been reached.

Based on the undisputed testimony of S.S., I am satisfied the Landlord was served with the Notice.

*Residential Tenancy Branch Rules of Procedure 6.6* provide that when a Tenant makes an application to cancel a notice to end tenancy the Landlord bears the burden of proving the Notice. As the Landlord failed to attend the hearing and prove the

circumstances giving rise to the Notice, **I hereby cancel the Notice.** The tenancy shall continue until ended in accordance with the *Residential Tenancy Act*.

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: August 03, 2016

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Residential Tenancy Branch

