



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HIGH LAND MOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice") and pursuant to section 66; and cancellation of the landlord's 1 Month Notice to End Tenancy pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions.

Preliminary Issue: More time to make application

In their application, the tenants indicated that they received the landlord's 1 Month Notice on July 31, 2016. The tenants applied for dispute resolution on August 8, 2016. I find the tenants filed within the timeline (10 days) to cancel the notice to end tenancy. Therefore, their application for more time is moot and their application to cancel the notice to end tenancy may proceed.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Background and Evidence

The landlord's representative attended the hearing however he was unable to provide the details of the tenancy including the start date. He testified that the tenancy agreement was written but not signed by the parties. Before the conclusion of the hearing, the landlord's representative conceded that the notice to end tenancy should be cancelled in these circumstances.

Analysis

When a tenant applies to cancel a notice to end tenancy, the burden shifts to the landlord to show, on a balance of probabilities that the tenancy should come to an end. In this case, the landlord did not provide evidence to support the grounds outlined in the notice to end tenancy. Therefore, based on the lack of evidence to prove the tenancy should end, I grant the tenants' application to cancel the notice to end tenancy.

Conclusion

The landlord's 1 Month Notice to End Tenancy for Cause is cancelled. The tenancy shall continue.

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: September 19, 2016

Residential Tenancy Branch