



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding All Seven Star Homes
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant applied for dispute resolution of a dispute in the tenancy at the above address and requested an order pursuant to section 47(4) of the Residential Tenancy Act to set aside a Notice of End a Residential Tenancy dated July 31, 2016 and setting the end of tenancy for August 31, 2016. Only the tenant attended the tele-conference hearing which lasted 10 minutes.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the Notice to End the Tenancy?

Background and Evidence

Based on the evidence of the tenant and after reference to Canada Post's web site, I find that the Application for Dispute Resolution was served on the landlord by registered mail on August 3, 2016. The tenant disputed the Notice but the landlord did not attend the hearing or adduce any evidence in support of the Notice.

Analysis

The Notice to End a Residential Tenancy relies on sections 47(1)(d) and (i) of the Residential Tenancy Act. That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

The tenant disputed the Notice by making this application. The burden of proof on an application for an order for possession for cause rests with the landlord who must on the balance of probabilities establish cause. This onus must be satisfied strictly where the landlord seeks to end a tenancy. Here the landlord failed to attend the hearing or supply any evidence in support of the Notice to End the Tenancy. Accordingly I find that the landlord has failed to satisfy the burden of proof to support the Notice. Accordingly I have allowed the tenant's application and cancelled the Notice.

Conclusion

I have cancelled the Notice to End the Tenancy dated July 31, 2016 setting the end of tenancy for August 31, 2016. The tenancy is confirmed. The tenant must serve the landlord with this decision. I have not made any order as to the recovery of the filing fee.

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 20, 2016

Residential Tenancy Branch