



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47.

The landlord did not attend this hearing, although I waited until 11:15 am in order to enable the landlord to connect with this teleconference hearing scheduled for 11:00 am. The tenant/applicant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The tenant testified that he served the landlord with his Application for Dispute Resolution by registered mail on August 2, 2016. He provided a Canada Post tracking number for the registered mailing. The tenant testified that the landlord signed for the registered mail package on August 2, 2016. I accept the sworn undisputed testimony of the tenant and I find that the landlord was sufficiently served with the tenant's Application for Dispute Resolution for the purposes of this application.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled?

Background and Evidence

The tenant testified that he has resided in the rental unit for approximately 2 years. He testified that he pays a monthly rental amount of \$795.00 on the first of each month. He submitted a copy of a 1 Month Notice to End Tenancy personally served to him by the landlord. The 1 Month Notice indicates that he has caused extraordinary damage to the property and has an unreasonable number of occupants in the unit as well as other grounds to end tenancy.

The tenant testified that he is not aware of any circumstances that led to this Notice to End Tenancy. He testified that he attended the hearing in hopes of determining why he was issued a notice with the grounds described above.

Analysis

When a tenant applies to cancel a notice to end tenancy, the burden shifts to the landlord to justify the end of tenancy based on the grounds provided in the notice to end tenancy. The landlord is required to provide evidence that shows, on a balance of probabilities that the tenancy should end.

The landlord did not attend this hearing and therefore did not provide any evidence to support the issuance of the 1 Month Notice to the tenant. In these circumstances, where the respondent has been sufficiently served but fails to attend to provide the required proof regarding an end to tenancy, the tenant should be successful in his application. I grant the tenant's application to cancel the notice to end tenancy.

Conclusion

I grant the tenant's application to cancel the landlord's 1 Month Notice to End Tenancy for Cause. 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