



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated July 26, 2016 and setting the end of tenancy for August 31, 2016.

The Tenant was present at the start of the hearing. The landlord failed to attend. The telephone line conference line remained open and the phone system was monitored for ten minutes. The landlord failed to attend.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on August 22, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated July 26, 2016?

Background and Evidence

The tenancy began on January 15, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month. The rent has been increased since then. The tenant(s) paid a security deposit of \$450 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on the following grounds:

- Tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property

Analysis:

The landlord has the burden of proof to establish sufficient cause to end the tenancy on a balance of probabilities. The landlord produced some documentary evidence. However, the landlord failed to attend the hearing. The evidence produced by the landlord was not under oath.

I determined the landlord has failed to establish sufficient cause to end the tenancy. There is insufficient evidence to prove that the tenant has engaged in illegal activity or that it is likely to damage the landlord's property. As a result I ordered that the one month Notice to End Tenancy dated July 26, 2016 shall be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

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: October 17, 2016

Residential Tenancy Branch

