



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

CNC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on August 12, 2016, and updated on August 18, 2016 (the "Application").

The Tenant applied for an order cancelling a 1 Month Notice to End Tenancy for Cause, dated August 3, 2016 (the "1 Month Notice"), pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing on her own behalf and provided a solemn affirmation. The Landlord did not attend the hearing.

The Tenant testified the Notice of a Dispute Resolution Hearing, and the evidence upon which she intended to rely, was served on the Landlord by registered mail on August 18, 2016. In support, the Tenant submitted Canada Post receipts confirming service on that date. Pursuant to section 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find the Notice of a Dispute Resolution Hearing, and the Tenant's documentary evidence, are deemed to have been received on August 23, 2016. The Landlord did not submit any documentary evidence.

I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

### Background and Evidence

The Landlord did not attend the hearing to provide evidence in support of the 1 Month Notice.

### Analysis

Section 47 of the *Act* permits a landlord to end a tenancy for cause in the circumstances prescribed therein. The onus is on the landlord to provide evidence in support of the reasons for ending the tenancy.

In this case, although duly served with the Notice of a Dispute Resolution Hearing, the Landlord did not attend the hearing to provide evidence in support of the reasons for issuing the 1 Month Notice.

Accordingly, I find that the 1 Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

### Conclusion

The 1 Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *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: October 12, 2016

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Residential Tenancy Branch

