



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the “Act”).

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person on September 29, 2016 in accordance with Section 89 of the Act. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Are the Tenants entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on October 1, 2015. On September 14, 2016 the Tenant received a notice to end tenancy for cause (the “Notice”) from the Landlord. The Tenant states that nothing has been done by the Tenants to warrant the end of the tenancy and that the Landlord had once before served an invalid notice to end tenancy and then cancelled it.

Analysis

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. As the Landlord did not attend the hearing to provide any evidence, and I note that no documentary evidence was provided by the Landlord in advance of the hearing to support the reasons for the Notice, I accept the undisputed evidence of the Tenants that there is no valid reason for the Notice. I find that the Notice is therefore not valid and I cancel the Notice. The tenancy continues. I must caution the Landlord that serving repeated invalid notices to end tenancy may become evidence of a disturbance of the Tenant's right to quiet enjoyment of the unit. Should another such invalid notice be served the Tenants are at liberty to make an application seeking compensation.

Conclusion

The Notice is cancelled and of no effect.

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: November 17, 2016

Residential Tenancy Branch