



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOGLER ENTERPRISES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

<u>Dispute Codes</u>	Landlord:	OPC OPR MNSD
	Tenant:	CNC CNR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord's Application for Dispute Resolution was dated September 28, 2016 (the “Landlord's Application”). The Landlord applied for the following relief pursuant to the *Act*:

- an order of possession for unpaid rent or utilities;
- an order of possession for cause; and
- a monetary order permitting the Landlord to keep all or part of the security deposit or pet damage deposit.

The Tenant's Application for Dispute Resolution was received at the Residential Tenancy Branch on September 15, 2016 (the “Tenant's Application”). The Tenant applied for the following relief pursuant to the *Act*:

- an order cancelling a notice to end tenancy for unpaid rent or utilities;
- an order cancelling a notice to end tenancy for cause.

The Tenant attended the hearing and provided her solemn affirmation. The Landlord did not attend the hearing.

The Tenant testified the Landlord was served with the Tenant's Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, by registered mail on September 19, 2016. Pursuant to section 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. Accordingly, I find the Landlord is deemed to have been served with the Tenant's

Application package on September 24, 2016. In any event, the Landlord was issued with a Notice of a Dispute Resolution Hearing relating to the Landlord's Application, dated September 28, 2016. The Notice of a Dispute Resolution Hearing issued to the Landlord provided the date and time of the hearing.

The Tenant was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issues to be Decided

Are the parties entitled to the relief summarised above?

#### Background and Evidence

The Tenant provided oral testimony confirming the terms of the tenancy. She stated the tenancy began in June or July 2015. Rent in the amount of \$975.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$487.50 at the beginning of the tenancy.

The Tenant seeks an order cancelling a notice to end tenancy for unpaid rent and a notice to end tenancy for cause.

The Landlord did not attend the hearing.

#### Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find:

Residential Tenancy Branch Rule of Procedure 6.6 states:

*The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to*

*end the tenancy when the tenant applies to cancel a notice to end tenancy.*

In this case, the Landlord bears the burden of proving the reasons for ending the tenancy. However, although duly served with notice of the Tenant's Application, the Landlord did not attend the hearing to provide evidence in support of the notices issued, or in support of the monetary claim. Accordingly, I find that the Landlord's Application is dismissed without leave to reapply.

In the absence of evidence from the Landlord, I find that the Tenant's Application is successful. The notices to end tenancy are cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

### Conclusion

The Landlord's Application is dismissed without leave to reapply.

The Tenant's Application is successful. The notices to end tenancy are 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: November 10, 2016

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Residential Tenancy Branch