



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MOLE HILL COMMUNITY HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

CNC

### **Introduction**

This hearing was convened in response to an application by the tenant pursuant to the Residential Tenancy Act (the Act) to cancel a One Month Notice to End Tenancy For Cause (the Notice), dated September 20, 2016, with an automatically adjusted effective date of October 31, 2016 [Section 53]. The tenant testified they received the Notice September 23, 2016. The tenant filed their application to dispute the Notice September 30, 2016.

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing inclusive of evidence by *registered mail* to the address provided for the landlord in the Notice to End, and in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing. The conference bridge line remained open for the duration of the hearing and was monitored throughout this time. The only party to call into the hearing was the applicant tenant. The tenant was given opportunity to be heard.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid and issued for valid reasons?  
Should the Notice to End dated September 20, 2016 be set aside?

### **Background and Evidence**

In this type of application, the applicant tenant disputes the landlord's Notice and this hearing was convened to determine the validity of the Notice. In such a proceeding the burden of proof rests with the landlord to present evidence the Notice was validly issued

for the stated reason(s). The tenant disputes the Notice to End. The landlord did not appear in the hearing to advance or defend their reasons for issuing the Notice to End for Cause.

### **Analysis**

I find the landlord was served in accordance with the Act and was duly notified of this hearing and the means to attend the hearing. The landlord did not appear to defend their notice. The landlord did not appear to present their evidence. As a result, I find I have not been presented evidence sufficient to determine that the Notice to End was validly issued for the reasons stated on the Notice. As a result I am unable to establish that the landlord issued the tenant a valid Notice to End. Therefore, I must **Order** the Notice to End dated September 20, 2016 set aside.

The landlord's notice to End is hereby **cancelled**.

### **Conclusion**

The tenant's application is granted. The landlord's Notice to End is **set aside and is of no effect**. The tenancy continues in accordance with the tenancy agreement.

**This Decision is final and binding on both parties.**

*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 28, 2016

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Residential Tenancy Branch