



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL O

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on October 10, 2016. The Tenant filed seeking an order to cancel a 2 Month Notice to end tenancy for landlord's use and for other reasons.

The hearing was conducted via teleconference and was attended by the Tenant and an Agent for the Tenant. No one was in attendance on behalf of the Tenant. The Tenant and his Agent provided affirmed testimony.

The Tenant affirmed that the Landlord was served notice of this application and this hearing by registered mail on October 12, 2016.

Section 90(a) of the *Residential Tenancy Act* (the "Act") states that a document served by mail is deemed to have been received five days after it is mailed.

Based on the undisputed evidence of the Tenant, I find that the Landlord was deemed served notice of this proceeding on October 17, 2016 pursuant to Section 60 of the *Act*. Accordingly, I continued to hear the undisputed evidence of the Tenant.

### Issue(s) to be Decided

Has the Landlord met the burden of proof to uphold the 2 Month Notice that was signed on September 23, 2016?

### Background and Evidence

The Agent testified he was the grandson of the owner of the property. The Agent entered into a tenancy agreement with the Tenant which began in April 2015. Rent of \$800.00 was payable on the 5<sup>th</sup> of each month. The Tenant paid \$400.00 as the security deposit in April 2015.

No additional evidence was submitted in support of the 2 Month Notice issued September 23, 2016 as no one appeared at the teleconference hearing on behalf of the respondent Landlord.

### Analysis

When a tenant disputes a notice to end tenancy, the landlord bears the burden of proving that there are grounds to end the tenancy and for this type of notice to end tenancy, must also prove that the Notice was given in good faith, which requires that there be no ulterior motive for ending the tenancy.

In absence of the Landlord, I find there was insufficient evidence before me to prove there were sufficient grounds to end this tenancy. Accordingly, I find in favour of the Tenant's application for Dispute Resolution and I cancel the 2 Month Notice to end tenancy that was issued September 23, 2016. As such, this tenancy continues until such time as it is ended in accordance with the *Act*.

### Conclusion

The Tenant was successful with his application and the 2 Month Notice issued September 23, 2016 was cancelled.

This decision is final, legally binding, and 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: December 01, 2016

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Residential Tenancy Branch