



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened by way of conference call in response to the tenant's application to dispute a Two Month Notice to End Tenancy for landlord's use of the property.

The tenant, the landlord and a translator for the landlord attended the conference call hearing. The parties gave sworn testimony. The tenant provided limited documentary evidence to the Residential Tenancy Branch and to the landlord in advance of this hearing.

Issue(s) to be Decided

- Is the tenant entitled to cancel the Notice to End Tenancy?

Background and Evidence

The parties confirmed that this month to month tenancy started on September 01, 2014. This was a verbal agreement for the tenant to rent a room in the basement. The rent for this unit is \$500.00 per month and is due on the first day of each month.

The tenants' testified that he was served with a Two Month Notice to End Tenancy by the landlord; however the tenant has failed to provide a copy of this Notice in evidence.

The landlord agreed that they did serve the tenant with a Two Month Notice; however, the landlord has failed to provide a copy of this Notice in evidence.

Analysis

In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that grounds exist to end the tenancy. This means that if the landlord does not provide any evidence to satisfy the burden of proof or in fact a copy of the Notice to determine if it is a legal and valid Notice showing the reasons given to end the tenancy; then if the tenant disputes the Notice I cannot uphold the Notice without having a copy of it in documentary evidence.

Therefore, I find that the landlord has not provided sufficient evidence to show the grounds detailed on the Notice to End Tenancy exist or that a valid Notice was served upon the tenant. As a result, the Notice is cancelled and the tenancy will continue.

The landlord is at liberty to serve the tenants with another Two Month Notice to End Tenancy.

Conclusion

The tenant's application is allowed. The Two Month Notice to End Tenancy dated February 28, 2017 is cancelled and the tenancy will continue.

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: April 11, 2017

Residential Tenancy Branch