



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated April 25, 2017 (the "1 Month Notice").

The tenant attended the teleconference hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution were considered. The tenant testified that he served the landlord by registered mail on May 5, 2017 and provided a registered mail tracking number in evidence which has been included on the cover page of this decision for ease of reference. According to the online registered mail tracking website information the registered mail package was mailed on May 5, 2017 and was signed for and accepted on May 13, 2017. As a result, I find the landlord was served as of May 13, 2017, the date the registered mail package address to the landlord was signed for and accepted.

Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

A copy of the 1 Month Notice was submitted in evidence.

The tenant confirmed receiving the 1 Month Notice on April 26, 2017 and disputed the notice within the permitted 10 day timeline under the *Act* on May 3, 2017. The effective vacancy date listed on the 1 Month Notice was May 26, 2017. The tenant did not agree with the three causes alleged by the landlord in the 1 Month Notice.

The landlord did not attend the hearing to present evidence to support that the 1 Month Notice was valid and should be upheld.

Analysis

Based on the documentary evidence before me and the undisputed testimony of the tenant, and on the balance of probabilities, I find the following.

When a tenant disputes a 1 Month Notice, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid and should be upheld. If the landlord fails to prove the 1 Month Notice is valid, the 1 Month Notice will be cancelled.

As the landlord did not attend the hearing to present evidence to support the 1 Month Notice, I find the landlord has failed to prove that the 1 Month Notice is valid. As a result, I **cancel** the 1 Month Notice dated April 25, 2017.

I ORDER that the tenancy continue until ended in accordance with the *Act*.

I caution the landlord to not continue to issue invalid notices to end tenancy under the *Act*.

Conclusion

The 1 Month Notice to End Tenancy for Cause dated April 25, 2017 is cancelled as the landlord has failed to prove it is valid by failing to attend the hearing to present evidence in support of the 1 Month Notice, although duly served. The tenancy shall continue until ended in accordance with the *Act*. The landlord has been cautioned to not issue invalid notices to end tenancy.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: June 13, 2017

Residential Tenancy Branch