



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Norman Estates Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant to cancel a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the "Act").

A person "EH" initially appeared at the hearing and stated that the Landlord asked her to appear to answer some questions and thought that she might therefore be a witness. The hearing was scheduled to start at 9:00 a.m. and the Parties waited a few minutes for the Landlord to appear. Within a few minutes the Landlord still had not appeared and EH then stated that she did not consider herself a witness, was not sure why she was present and left the hearing.

The Tenant states that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail on May 3, 2017. The Tenant provided the tracking number for this mail. Given the statements made by EH of request from the Landlord to appear at this hearing and accepting the Tenant's evidence of service on the Landlord by registered mail I find that the Tenant served the Landlord in accordance with Section 89 of the Act and that the Landlord knew of the hearing. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Materials on May 8, 2017.

The Landlord did not attend the hearing and the Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started in 2014. Rent of \$1,029.00 is payable on the first day of each month. On May 1, 2017 the Tenant found a one month notice to end tenancy for cause (the "Notice") on the door of his unit. The Tenant was not given any details to support the reasons indicated on the Notice and does not know why the Landlord served the Notice on the Tenant.

Analysis

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. As there is no evidence to support the reasons indicated on the Notice I find that the Notice is not valid and that the Tenant is entitled to its cancellation. The tenancy continues.

Conclusion

The Notice is cancelled. 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: June 08, 2017

Residential Tenancy Branch