



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened to deal with an application by the tenant under the *Residential Tenancy Act* (the “Act”) for an order cancelling a 1 Month Notice to End Tenancy for Cause dated June 26, 2017 (the “1 Month Notice”).

The tenant attended the hearing with an advocate. No one appeared for the landlord.

As the landlord did not attend the hearing, service of the tenant’s application and notice of hearing was considered. The tenant testified that he handed these materials to AL, an agent of the landlord, on the same date the notice of hearing was generated – June 27, 2017. I accept the tenant’s testimony and find that the landlord was duly served in accordance with the Act.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

According to the tenant’s affirmed and undisputed testimony, this tenancy began five or six years ago. There is no written tenancy agreement; there is only an Intent to Rent form. The landlord is reminded that the landlord is responsible to have written tenancy agreements in place with all of its tenants.

Rent is currently \$485.00 monthly, payable on the first of each month. A security deposit of half of what was then the monthly rent was paid at the beginning of the tenancy and remains with the landlord.

The 1 Month Notice was served on the tenant by posting it on his rental unit door on June 26, 2017 and indicates that the tenant is required to vacate by July 31, 2017. It makes serious allegations of cause, including that the tenant has engaged in illegal activity that has or is likely to damage the landlord’s property, adversely affect the safety or quiet enjoyment of other occupants, or threaten a lawful right of the landlord or another occupant.

The landlord did not serve any evidence on the Residential Tenancy Branch or the tenant in support of its allegations.

Analysis

In a case where a tenant has applied to cancel a notice to end tenancy, Rule 11.1 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide its evidence and make its submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the 1 Month Notice.

This matter was set for hearing by telephone conference call at 11:00 am. on this date. The line remained open while the phone system was monitored for ten minutes and only the tenant and his advocate dialed into the call.

As the landlord did not attend the hearing by 11:10 am to present evidence or make submissions, I find that the landlord has failed to show cause to end the tenancy.

Therefore, I grant the tenant's application to cancel the 1 Month Notice. The 1 Month Notice has no force or effect. The tenancy will continue until legally ended in accordance with the Act.

Conclusion

The tenant's application to cancel the 1 Month Notice is granted. The tenancy will continue until it is legally ended in accordance with the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act. Pursuant to s. 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: September 01, 2017

Residential Tenancy Branch