



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 9:12 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 9:00 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant testified that he handed a copy of the dispute resolution hearing package to the landlord's building manager on December 15, 2017. The tenant also testified that he spoke with the landlord about this matter more recently and provided the landlord with the information whereby the landlord could call into the teleconference hearing as per the Notice of Dispute Resolution Hearing the tenant had provided to the landlord's building manager. Based on the tenant's undisputed sworn testimony, I find that the landlord has been served with the tenant's dispute resolution hearing package including notice of this hearing, in accordance with section 89 of the *Act* on December 15, 2017.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The tenant testified that he moved into this rental unit as of October 15, 2017. Monthly rent is set at \$600.00, payable in advance by the first of each month. The landlord's 1 Month Notice of November 30, 2017 identified a number of reasons why the landlord was seeking an end to this tenancy for cause.

Analysis

When a tenant applies to cancel a notice to end tenancy, the burden of proof shifts to the landlord who issued the notice to end tenancy. As the landlord neither attended this hearing, nor submitted any written evidence, I find that the landlord has not satisfied the burden of proof to support the 1 Month Notice to End Tenancy of November 30, 2017, as a reason to end this tenancy. The landlord's 1 Month Notice is hereby cancelled.

Conclusion

I allow the tenant's application to cancel the 1 Month Notice. That Notice is no longer of any force or effect. This tenancy continues until ended in accordance with the *Act*.

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: January 22, 2018

Residential Tenancy Branch