



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding AVALON & SILVER HOTEL  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes CNC

#### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the *Act*) to cancel a One Month Notice to End Tenancy for Cause (the "One Month Notice").

The Tenant was present for the teleconference hearing, as was an advocate for the Tenant (the "Tenant"). No one called in for the Landlord during the approximately 11 minutes that the line remained open during the hearing. All parties present for the hearing were affirmed to be truthful in their testimony.

As the Landlord did not attend the hearing, service of the Notice of Dispute Resolution Proceeding (the "Notice of Hearing") was addressed. The Tenant testified that the Notice of Hearing was sent to the Landlord by registered mail on May 4, 2018. The Tenant only submitted the One Month Notice in evidence, so did not serve the evidence to the Landlord.

The Tenant sent the Notice of Hearing by registered mail to the company name of the Landlord, as well as another package by registered mail addressed to the agent for the Landlord. Both registered mail packages were sent to the same address. The Tenant provided the tracking numbers for both packages and they are included on the front page of this decision. Both numbers were entered onto the Canada Post website and it was confirmed that they were claimed on May 7, 2018. I find that the Landlord was duly served with in accordance with the *Act*.

#### Issue(s) to be Decided

Should the One Month Notice be set aside?

#### Background and Evidence

The Tenant provided testimony that the tenancy began sometime in 2016 and current rent is \$440.00 per month. On April 26, 2018 the Tenant received a One Month Notice to End Tenancy for Cause (the "One Month Notice") from the Landlord.

The Tenant testified that receiving the One Month Notice was the first he had heard of any concerns that the Landlord had as there was no previous discussion or warning regarding concerns from the Landlord. The Tenant testified that he has also not had any discussions with the Landlord since regarding the One Month Notice.

The Tenant applied to dispute the One Month Notice on May 3, 2018. The One Month Notice, dated April 26, 2018, states the effective end of tenancy date as May 31, 2018.

The Tenant testified that the reasons to end tenancy listed on the One Month Notice are not valid.

#### Analysis

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure state that when a tenant applies to cancel a notice to end tenancy, the landlord has the onus to prove that the reasons for ending the tenancy are valid.

This hearing was scheduled for 1:30 pm on May 29, 2018 and the hearing continued until 1:41 pm. As the Landlord did not attend the hearing during this time, the reasons to end the tenancy as listed on the One Month Notice were not proven.

Therefore, the Tenant's application to cancel the One Month Notice is successful. The One Month Notice dated April 26, 2018 is cancelled and of no force or effect. This tenancy will continue until ended in accordance with the *Act*.

#### Conclusion

The One Month Notice dated April 26, 2018 is cancelled and of no force or effect. This tenancy will continue 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: June 1, 2018

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Residential Tenancy Branch