



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNQ

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the *Act*) to cancel a Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit (the “Two Month Notice”).

The Tenant was present for the teleconference hearing while no one called in for the Landlord during the approximately 15 minutes that the phone line remained open. As the Landlord was not present, service of the Notice of Dispute Resolution Proceeding (the “Notice of Hearing”) was addressed.

The Tenant testified that the Notice of Hearing package was given to the Landlord in person on the date it was received from the Residential Tenancy Branch, May 1, 2018. She also testified that she served a copy of her evidence package to the Landlord on May 6, 2018, by putting it in their mailbox.

The Tenant testified that she did not receive copies of the Landlord’s evidence, however the Landlord submitted evidence to the Residential Tenancy Branch prior to the hearing.

Due to the Tenant’s testimony regarding service of the Notice of Hearing, as well as the fact that evidence was submitted to the Residential Tenancy Branch by the Landlord, I accept that the Landlord was aware of the hearing. In accordance with rule 7.3 of the Residential Tenancy Branch Rules of Procedure, the hearing continued in the absence of the Landlord.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Should the Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit be set aside?

Background and Evidence

The Tenant testified that the tenancy began in August 2011. Current subsidized rent in the amount of \$647.00 is due on the first day of the month.

The Two Month Notice was signed by the Landlord and dated April 24, 2018. The Tenant received the Two Month Notice on April 26, 2018 and stated that it was posted on her door.

The Tenant testified that in March 2018, she submitted documents regarding her income to the Landlord for the annual review regarding subsidized rent. These documents were also submitted in evidence prior to the hearing. The Tenant stated that she is not sure why the Two Month Notice was issued as she believes that she should still qualify for the subsidized rental unit.

Analysis

Although the Landlord submitted evidence prior to the hearing, rule 7.4 of the Rules of Procedure states that the party who submitted the evidence must present it. As the Landlord was not present at the hearing to speak to their evidence, it was not considered in deciding this matter.

Section 49.1(5) of the *Act* allows for a tenant to dispute a notice under Section 49.1 within 15 days after receiving the notice. As the Tenant testified that she received the Two Month Notice on April 26, 2018 and she applied to dispute the notice on May 1, 2018, I find that she applied within the 15 days allowable under the *Act*.

In accordance with rule 6.6 of the Rules of Procedure, when a tenant applies to cancel a notice to end tenancy, the onus is on the landlord to prove, on a balance of probabilities, that the reasons for the notice to end tenancy are valid. As the Landlord was not present at the hearing, I was not able to determine that the reasons for the Two Month

Notice are valid. As such, the Two Month Notice dated April 24, 2018 is cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

Conclusion

The Tenant's application is successful. The Two Month Notice dated April 24, 2018 is cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Residential Tenancy 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 06, 2018

Residential Tenancy Branch