



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PCPM As agent for Countess Gardens Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause dated March 9, 2018, via teleconference call. The tenant appeared at the hearing; however, there was no appearance on part of the landlord despite leaving the teleconference call open for at least 10 minutes. Since there was no appearance on part of the landlord I proceeded to explore service of hearing documents upon the landlord. The tenant testified that she served the hearing package and other required documents to the landlord in person within three days of filing. I was satisfied the landlord was duly served with notification of this proceeding and I continued to hear from the tenant without the landlord present.

The tenant stated that the landlord informed an occupant of the rental unit that the landlord was withdrawing the Notice to End Tenancy but the landlord has not spoken directly to the landlord or received such confirmation in writing. Accordingly, the tenant seeks certainty by having me cancel the Notice to End Tenancy.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause be upheld or cancelled.

Background and Evidence

The landlord posted a 1 Month Notice to End Tenancy for Cause (the Notice) on the door of the rental unit on March 9, 2018. The tenant filed an Application for Dispute Resolution to dispute the Notice and the tenant has continued to pay rent every month. The tenant understands from the person residing with her that the landlord had indicated to him that the landlord was cancelling the Notice; however, the tenant has not

spoken to the landlord directly or received confirmation of such in writing. The tenant seeks certainty by having the Notice cancelled by way of this proceeding.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, based on a balance of probabilities, that the tenancy should end for the reason(s) indicated on the Notice. Since the landlord did not appear at the hearing and had not submitted any evidence to support of ending the tenancy for the reasons given on the Notice to End Tenancy, I find the landlord did not meet its burden of proof and I cancel the Notice to End Tenancy dated March 9, 2018.

Conclusion

The Notice to End Tenancy for Cause dated March 9, 2018 is cancelled and the tenancy continues at this time.

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