



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Campbell River Head Injury
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT

Introduction

This hearing was reconvened following an adjournment from the original hearing that was scheduled for July 26, 2018 in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47; and
2. An Order allowing more time to make the application to cancel the notice to end tenancy - Section 66.

The Landlord appeared at the original hearing and the adjournment was granted for the Landlord’s benefit. The Landlord did not attend this reconvened hearing. The Tenant appeared was given full opportunity to be heard, to present evidence and to make submissions. The Tenant originally served the Landlord in person with the application for dispute resolution on June 11, 2018 as required under Section 89 of the Act.

Issue(s) to be Decided

Did the Tenant apply to dispute the notice to end tenancy within the time allowed?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

On May 28, 2018 the Tenant received a one month notice to end tenancy for cause (the “Notice”). The Tenant applied to dispute the Notice on June 7, 2018. The Tenant states that the Notice is not valid and requests its cancellation.

Analysis

Section 47(4) of the Act provides that a tenant may dispute a notice to end tenancy for cause by making an application for dispute resolution within 10 days after the date the tenant receives the notice. Based on the undisputed evidence that the Notice was received by the Tenant on May 28, 2018 and given that the Tenant applied to dispute the Notice on June 7, 2018 I find that the Tenant applied within the time allowed and therefore does not require additional time to make the application.

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. As the Landlord did not attend the hearing to provide any oral evidence and did not provide any documentary evidence to support the validity of the stated reasons on the Notice and as the Tenant's evidence is that the notice is not valid, I find on a balance of probabilities that the Landlord has not substantiated that the Notice is valid. The Tenant is therefore entitled to a cancellation of the Notice and the tenancy continues.

Conclusion

The Notice is cancelled and the tenancy continues.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 18, 2018

Residential Tenancy Branch