



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction and Preliminary Matters

On August 17, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a One-Month Notice to End Tenancy for Cause. The matter was set for a participatory hearing via conference call.

The Tenant attended the conference call hearing; however, the Landlord did not attend at any time during the 14-minute hearing. The Tenant testified that she personally served the Landlord with the Notice of Hearing by hand delivering a copy to one of the staff at the Housing Society. I find that the Landlord has been duly served with the Notice of Hearing in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply. As the Landlord did not call into the conference, the hearing was conducted in their absence and the Tenant was provided the opportunity to present her testimony and documentary evidence at the hearing. Only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Should the One-Month Notice to End Tenancy for Cause be canceled, pursuant to Section 47 of the Act?

Background and Evidence

The Tenant stated that her month-to-month tenancy began on July 15, 2016 and that her subsidized rent of \$375.00 is automatically paid to the Landlord on a monthly basis. She stated that she paid a security deposit of \$800.00.

The Tenant stated that she received a Notice to End Tenancy, dated July 27, 2018, (the "Notice") with a move out date of August 31, 2018. She stated she disputed the notice and testified that the reasons for the service of the Notice, as stated on page 2 of the Notice, indicated that between July 2016 and January 2017, that the Tenant had twenty documented noise and disturbance complaints. The Tenant advised that she had been suffering with a mental health issue and not taking her medications. She stated that since August 2018 and receiving a monthly dose of her medications, that there have been no further issues. The Tenant's goal is, with her advocate, to engage with the staff of the residential property and work on creating a healthier tenancy.

Analysis

The Tenant attended the hearing and the Landlord did not. When a Tenant disputes a Notice to End Tenancy, it is the Landlord's burden to provide sufficient evidence to prove that the reasons for the Notice were valid and to speak to the form and content of the Notice. As the Landlord failed to attend the hearing, they were unable to address these issues and as such, I find that that Notice is canceled and the tenancy will continue until it is ended in accordance with the Act.

Conclusion

The Notice to End Tenancy, dated July 27, 2018, is canceled. The tenancy will continue until it is 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: September 13, 2018

Residential Tenancy Branch