



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on July 6, 2018 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated June 30, 2018 (the "Notice").

The Tenant appeared at the hearing with T.W. and J.R. to assist him. The Landlord did not appear at the hearing. The Tenant confirmed he still resides at the rental unit.

The Tenant had filed an amendment to the Application on July 19, 2018 (the "Amendment"). It was not clear to me what the Amendment relates to. The Tenant advised it relates to an issue with the Landlord charging him for hydro. I told the Tenant I would not consider the Amendment given it does not indicate that it relates to the hydro issue. It is open to the Tenant to file a further Application for Dispute Resolution in relation to the hydro issue.

I explained the hearing process to the Tenant who did not have questions when asked. The Tenant provided affirmed testimony.

The Tenant had submitted evidence prior to the hearing. The Landlord had not submitted evidence. I addressed service of the hearing package and Tenant's evidence.

The Tenant testified that he served the hearing package and evidence on the Landlord personally around July 13, 2018. The Tenant provided no evidence in support of his testimony about service. The Tenant said he did not serve a copy of the Amendment.

Based on the undisputed testimony of the Tenant, I find the Landlord was served with the hearing package and evidence in accordance with sections 88(a) and 89(1)(a) of the *Residential Tenancy Act* (the “Act”). Further, I find the hearing package and evidence were served in sufficient time to allow the Landlord to prepare for, and appear at, the hearing.

I note that it is not relevant that the Tenant failed to serve the Amendment on the Landlord as I did not consider the Amendment during the hearing.

As I was satisfied of service, I proceeded with the hearing in the absence of the Landlord.

#### Issue to be Decided

1. Should the Notice be cancelled?

#### Background and Evidence

The Tenant testified as follows in relation to a tenancy agreement. There is a written tenancy agreement between the Tenant and Landlord regarding the rental unit. The tenancy started five years ago and is a month-to-month tenancy. Both the Tenant and Landlord signed the written agreement.

The Tenant submitted a copy of the Notice. It is addressed to the Tenant and relates to the rental unit. It is signed and dated June 30, 2018 by the Landlord. It has an effective date of July 31, 2018. It indicates it was served on the Tenant in person June 30, 2018. The grounds are that the Tenant, or a person permitted on the property by the Tenant, has engaged in illegal activity.

The Tenant testified that he received the Notice June 30, 2018 and filed the Application July 6, 2018.

The teleconference started at 11:00 a.m. and ended at 11:16 a.m. Nobody appeared for the Landlord during this time.

### Analysis

Pursuant to rule 6.6 of the Rules of Procedure, the Landlord had the onus to prove the reason he wished to end the tenancy.

The Landlord did not appear at the hearing to provide evidence to prove the grounds for the Notice or that it complies with section 52 of the *Act*. In the absence of evidence from the Landlord, the Notice has not been proven. Therefore, the Notice is cancelled.

The Tenant's Application is granted. The tenancy will continue until ended in accordance with the *Act*.

### Conclusion

The Tenant's Application is granted. The Notice is cancelled. The 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 *Act*.

Dated: September 04, 2018

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Residential Tenancy Branch