



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel One Month Notice to End Tenancy for Cause, (the “Notice”) issued on November 26, 2018.

The tenant attended the hearing. As the landlords did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondents must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were served in person, to the landlord KK on December 10, 2018.

I find that the landlords have has been duly served in accordance with the Act.

The tenant appeared gave testimony and were provided the opportunity to present their evidence orally and in written, documentary form, and make submissions at the hearing.

### Issue to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenancy began on June 18, 2018. Rent in the amount of \$825.00 was payable on the first of each month. The tenant paid a security deposit of \$412.50.

The Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on December 31, 2018.

The reason stated in the Notice was that the tenant or a person permitted on the property has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- engaged in illegal activity that has or is likely to;
- adversely affect the quiet enjoyment, security, safety or physical well-being or another occupant; and
- Jeopardized the lawful right or interest of another occupant or the landlord.

The tenant denied the reasons stated in the Notice.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

In a case where a tenant has applied to cancel a Notice, Rule 11.1 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

This matter was set for hearing by telephone conference call at 9:30 A.M. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the tenant.

Since the landlords did not attend the hearing by 9:40 A.M. to present any evidence or submission in support of the Notice, and the burden is on the landlords to prove the Notice was issued for the reasons stated. I find that the landlords have failed to show cause to end the tenancy.

Therefore, I grant the tenant's application to cancel the Notice, and the Notice has no force or effect. The tenancy will continue until legally ended in accordance with the Act.

Conclusion

The tenant's application to cancel the Notice is granted. The tenancy will continue until legally 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: January 04, 2019

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Residential Tenancy Branch