



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNQ

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit, pursuant to section 49.1.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:11 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 11:00 a.m. The tenants and their advocate attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenants, their advocate and I were the only ones who had called into this teleconference.

The tenants' advocate testified that the landlord was served with the tenants' application for dispute resolution on March 15, 2019 via registered mail. The tenants' advocate provided the Canada Post tracking number to confirm this registered mailing. I find that the landlord was deemed served with the tenants' application on March 20, 2019, five days after its mailing, in accordance with sections 89 and 90 of the *Act*.

Issues to be Decided

1. Are the tenants entitled to cancellation of the Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit, pursuant to section 49.1 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the tenants and their advocate, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenants' claims and my findings are set out below.

The tenants provided the following undisputed testimony. This tenancy began on October 1, 2010 and is currently ongoing. Tenant R.B. pays a monthly rent of \$272.00 and tenant K.B. pays a monthly rent of \$510.00. Rent is payable on the first day of each month. Tenant R.B. paid a security deposit of \$350.00 to the landlord.

The tenants testified that they were personally served with a Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidised Rental Unit on or about March 8, 2019 (the "Two Month Notice").

Analysis

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

I find that since the landlord did not attend the hearing or adduce any evidence in support of the Two Month Notice, the landlord has not proved, on a balance of probabilities, that the tenants do not qualify for a subsidised rental unit. I therefore cancel the Two Month Notice. The Two Month Notice is of no force or effect.

Conclusion

The Two Month Notice is Cancelled and of no force or effect.

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: May 03, 2019

Residential Tenancy Branch