



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BACK DOOR HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "One Month Notice") pursuant to section 47.

The tenant attended the hearing. The tenant had full opportunity to provide affirmed testimony, present evidence, and make submissions.

The landlord did not attend the hearing. I kept the teleconference line open from the scheduled hearing time for ten minutes to allow the landlord the opportunity to call. The teleconference system indicated only the tenants and I had called into the hearing. I confirmed the correct participant code was provided to the landlord.

The tenant testified that he served the landlord with the notice of dispute resolution package by registered mail. Based on the tenant's uncontroverted testimony, I find that the landlord was served notice of this hearing pursuant to section 89 of the *Act*. Furthermore, since the landlord has submitted evidence in response to this hearing, I find that the landlord was sufficiently served pursuant to section 71(2)(c) of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to cancellation of the landlord's One Month Notice pursuant to section 47?

If not, is the landlord entitled to an order of possession pursuant to section 55 of the *Act*?

### Background and Evidence

The tenant testified that the One Month Notice was taped to his door on May 22, 2019. The tenant testified that the landlord canceled the One Month Notice in June 2019.

### Analysis

A tenant may dispute a notice to end tenancy for cause pursuant to section 47(4) of the *Act*. Pursuant to *Rules* 6.6, the landlord has the onus of proof to establish, on the balance of probabilities, that notice to end tenancy is valid. This means that the landlord must prove, more likely than not, that the facts stated on the notice to end tenancy are correct.

Since the landlord has not attended the hearing or presented any evidence, I find that the landlord has failed to satisfy its burden of proving the validity of the One Month Notice. Accordingly, I grant the tenant's application to cancel the One Month Notice. The One Month Notice is of no force or effect. This tenancy shall continue until it ends pursuant to the *Act*.

### Conclusion

I grant the tenant's application to cancel the One Month Notice. The One Month Notice is of no force or effect. This tenancy shall continue until it ends pursuant to 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: July 08, 2019

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Residential Tenancy Branch