



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNC, OLC

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; and,
- an order for the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

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

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

Since the landlords submitted evidence for the hearing, I find that the landlords were both 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?

Is the tenant entitled to an order for the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62?

If the tenant is not entitled to cancellation of the landlord's One Month Notice not, is the landlord entitled to an order of possession pursuant to section 55 of the *Act*?

Background and Evidence

The tenant testified that he is disputing the landlord's One Month Notice. The tenant testified that the landlord has served an additional notice to end tenancy prior to this hearing.

The tenant's request for an order for the landlord to comply with the *Act*, regulation or tenancy agreement related to a request for evidence in regards to the landlord's repair plan and the landlord's good faith in performing the proposed repairs.

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*.

Since the One Month Notice is cancelled, I find the tenant's request for evidence to be moot. Accordingly, I dismiss the tenant's application for an order for the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62(4) of the *Act* with leave to reapply.

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*.

I dismiss the tenant's application for an order for the landlord to comply with the *Act*, regulation or tenancy agreement with leave to reapply.

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 09, 2019

Residential Tenancy Branch