



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 tenant's 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 (the "Two Month Notice"), pursuant to section 49.1.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 11:00 a.m. The tenant attended the hearing and was 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 tenant and I were the only ones who had called into this teleconference.

The tenant testified that she sent the landlord her application for dispute resolution via registered mail to the address for service listed on the Two Month Notice dated November 14, 2019. The tenant provided the Canada Post tracking number to evidence this registered mailing. The tracking number is stated on the cover page of this decision. I find that the landlord was deemed served with the tenant's application for dispute resolution in accordance with sections 88 and 89 of the *Act*. I note that the landlord uploaded evidence to this hearing.

Issue to be Decided

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

Analysis

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

The landlord and or the landlord's representative did not attend this hearing. I therefore find that the landlord has not proved, on a balance of probabilities, the reason he/she wished to end this tenancy. I therefore find that the Two Month Notice dated November 14, 2019 is cancelled and of no force or effect.

Conclusion

The Two Month Notice dated November 14, 2019 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: January 21, 2020

Residential Tenancy Branch