



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 One Month Notices to End Tenancy for Cause ("Notice") dated November 02, 2019 and November 12, 2019, pursuant to section 47.

Because of technical issues this hearing started at 1:39 P.M.

The tenant and her advocate (JL) attended the hearing and were given an opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord did not attend.

The tenant affirmed the landlord passed away in the end of February 2020. The tenant does not know the exact date of the landlord's death, but she affirmed it was after the previous hearing on February 20, 2020. The tenant also affirmed she communicated with AW (the full name is mentioned on the cover of this decision). AW is responsible for the landlord's estate and she was aware of today's hearing.

In accordance with the interim decision dated February 20, 2020, the Residential Tenancy Branch mailed the Notice of Hearing dated February 25, 2020 for both parties. The tenant and the landlord or the landlord's estate are deemed to have received the Notice of hearing for today's hearing on March 01, 2020, in accordance with Section 90(a) of the Act.

### Issue to be Decided

Is the tenant entitled to cancellation of the Notice?

### Background and Evidence

The tenant affirmed she received the Notice dated November 02, 2019 on that date. This application was filed on November 04, 2019.

The tenant affirmed a second One Month Notice to End Tenancy for Cause dated November 12, 2019 was received in person on November 12, 2019. That Notice was uploaded into evidence on November 13, 2019. The Notice of Hearing dated February 25, 2020 clearly states that both Notices are disputed in this application.

### Analysis

A tenant may dispute a notice to end tenancy for cause pursuant to section 47(4) of the Act. Pursuant to Rule of Procedure 6.6, the landlord has the onus of proof to establish, on a balance of probabilities, that the notice issued 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 or the landlord's estate have not attended the hearing or presented any evidence, I find that the landlord or the landlord's estate have failed to satisfy its burden of proving the validity of the Notice. Accordingly, both Notices (dated November 02, 2019 and November 12, 2019) are cancelled and of no force of effect. This tenancy will continue in accordance with the Act.

### Conclusion

The One Month Notices dated November 02, 2019 and November 12, 2019 are canceled 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: March 18, 2020

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Residential Tenancy Branch