



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

In this dispute, the tenant sought to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") under section 49 of the *Residential Tenancy Act* (the "Act").

The tenant applied for dispute resolution on March 12, 2020 and a dispute resolution hearing was held, by way of telephone conference, on May 12, 2020. The tenant and her advocate attended the hearing, were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The Notice of Dispute Resolution Proceeding package was served on the landlord on March 25, 2020 by way of Canada Post registered mail and which was received by landlord on March 27, 2020. Based on this evidence I find that the landlord was served in compliance with the Act.

### Preliminary Issue: Non-Attendance of the Landlord

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. Where a tenant disputes a notice to end a tenancy the onus is on the landlord establish the ground on which the notice was given. As the landlord failed to attend the hearing, they have not met that onus. Accordingly, the Notice is cancelled, and it is of no force or effect. The tenancy will continue until it is ended in accordance with the Act.

Conclusion

I grant the tenant's application, and order that the Notice is hereby cancelled.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 12, 2020

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Residential Tenancy Branch