



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding IVANHOE HOTEL and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), pursuant to section 46.

The applicant (tenant) called into this teleconference at the date and time set for the hearing of this matter and was given an opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Although I waited until 1:52 P.M. to enable the respondent (landlord) to connect with this teleconference hearing scheduled for 1:30 P.M., the respondent did not attend. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the tenant and I were the only persons who had called into this teleconference.

The tenant affirmed he served the Notice of Hearing in person on March 09, 2020, about one hour after he received it. The Notice of Hearing was served to the landlord's representative named RC (the complete name is on the cover page of this decision). I find the landlord was served in accordance with section 89(1)(a) of the Act.

### Issue to be Decided

Is the tenant entitled to cancellation of the Notice?

### Background and Evidence

The tenant affirmed the monthly tenancy started in November 2016. Monthly rent is \$502.00, due on the first day of the month. There is a written tenancy agreement, but

the tenant does not have a copy of it. The landlord did not collect a security or pet damage deposit.

The tenant affirmed the Notice dated March 06, 2020 was posted to his door on March 06 or 07, 2020 and he noticed it on March 07, 2020. The tenant affirmed the Notice indicates arrears of \$1,506.00. The Notice does not mention the due date. The tenant believes this amount is for the monthly rents of January, February and March 2020.

The tenant submitted this application on March 09, 2020 and paid the total amount of \$1,506.00 on March 12, 2020. The tenant affirmed he has a receipt.

### Analysis

A tenant may dispute a notice to end tenancy for unpaid rent pursuant to section 46(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.

Based on the tenant's undisputed testimony, I find the tenant received the Notice on March 07 and disputed it on March 12, 2020, within the timeframe of section 46(4)(b) of the Act.

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 Notice.

Accordingly, the Notice dated March 06, 2020 is cancelled and of no force or effect. This tenancy will continue in accordance with the Act.

### Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent dated March 06, 2020 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: May 04, 2020