



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on December 27, 2020 (the “Application”). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated December 19, 2020 (the “Notice”).

The Tenant attended the hearing. Nobody attended the hearing for the Landlord. I explained the hearing process to the Tenant. The Tenant provided affirmed testimony.

The Tenant advised at the outset that the parties have come to an agreement to end the tenancy at the end of March and have signed a Mutual Agreement to End a Tenancy form.

I asked the Tenant what they wished to do with the Application and explained the options of either proceeding with the dispute of the Notice or withdrawing the dispute of the Notice. The Tenant chose to proceed with the dispute of the Notice.

The Tenant submitted evidence prior to the hearing. The Landlord did not submit evidence. I addressed service of the hearing package and Tenant’s evidence.

The Tenant testified that the hearing package and evidence were served on the Landlord in person on or before January 07, 2021.

Based on the undisputed testimony of the Tenant, I am satisfied the Landlord was served with the hearing package and evidence in accordance with sections 88(a) and 89(1)(a) of the *Residential Tenancy Act* (the “Act”). I am also satisfied the Tenant complied with rule 3.1 of the Rules of Procedure (the “Rules”) in relation to the timing of service.

As I was satisfied of service, I proceeded with the hearing in the absence of the Landlord.

Issue to be Decided

1. Should the Notice be cancelled?

Background and Evidence

A written tenancy agreement was submitted and the Tenant confirmed it is accurate.

The Notice was submitted. The Tenant testified that they received the Notice December 19, 2020.

The teleconference started at 9:30 a.m. and ended at 9:44 a.m. Nobody appeared for the Landlord during this time.

Analysis

The Notice was issued pursuant to section 47 of the *Act*. Section 47(4) of the *Act* states:

- (4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

I am satisfied based on the undisputed testimony of the Tenant that they received the Notice December 19, 2020. The Application was filed December 27, 2020, within time.

Pursuant to rule 6.6 of the Rules, when a tenant disputes a notice to end tenancy, the landlord has the onus to prove the grounds for the notice.

Here, the Landlord did not appear at the hearing to provide evidence to prove the grounds for the Notice. In the absence of evidence from the Landlord, the Notice has not been proven. Therefore, the Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

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: March 05, 2021

Residential Tenancy Branch