



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 landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Only the tenant appeared at the hearing. The tenants advocate provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The advocate testified and supplied documentary evidence that the tenant served the landlord with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on March 12, 2021, and signed for and accepted by the landlord on March 15, 2021. I find the Landlord has been duly served in accordance with the Act. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled? If not, should the landlord be granted an order of possession?

Background and Evidence

The advocate made the following submissions. The tenancy began on March 1, 2012 with the current rent of \$700.00 due on the first of each month. The advocate submits that the landlord served the tenant a One Month Notice to End Tenancy for Cause on

February 22, 2021 with an effective date of March 31, 2021. The advocate submits that the tenant disputes the allegations put forth by the landlord.

Analysis

When a landlord issues a notice to end a tenancy under section 47 of the Act, the landlord bears the burden of providing sufficient evidence to support the issuance of the notice. In the case before me, the landlord chose not to submit any documentation for this hearing or participate in the conference call. Based on the insufficient evidence before me, I hereby cancel the One Month Notice to End Tenancy for Cause dated February 22, 2021.

Conclusion

The One Month Notice to End Tenancy for Cause dated February 22, 2021 is cancelled, it is of no effect or force. The tenancy continues.

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: June 10, 2021

Residential Tenancy Branch