



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Carlton Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC-MT

Introduction and Preliminary Matter

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy, filed on December 8, 2021. In this application for dispute resolution, the Tenants sought:

- an order to cancel a One Month Notice to end tenancy for cause, dated November 9, 2021 (the One Month Notice), requesting more time to dispute it.

The Tenants attended the hearing; the Landlord did not. The Tenants were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenants testified they served their Notice of Dispute Resolution Proceeding and evidence on the Landlord in person on December 14 or 15, 2021. I find the Tenants served the Landlord in accordance with section 89 of the Act.

At the beginning of the hearing, the Tenant testified they have reached an agreement with the Landlord that they may stay in the rental unit if the Landlord may conduct a monthly inspection.

Non-attendance of Landlord

Residential Tenancy Branch Rule of Procedure 6.6 states:

6.6 The standard of proof and onus of proof

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. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

As the Landlord did not attend the hearing to prove the grounds on which the Notice was issued, I cancel the One Month Notice and find that the tenancy will continue until it is ended in accordance with the Act.

Conclusion

The Tenants' application is granted; the One Month Notice is cancelled. The tenancy will continue until it is 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 *Residential Tenancy Act*.

Dated: March 28, 2022

Residential Tenancy Branch