



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction and Procedural History

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On January 4, 2022, the Applicants filed for:

- an order to cancel a One Month Notice to End Tenancy for Cause, dated December 29, 2021 (the One Month Notice);
- an order for the Landlord to comply with the Act, regulation and/or tenancy agreement; and
- the filing fee.

This hearing was reconvened after it was adjourned on April 4, 2022. This decision should be read in conjunction with the Interim Decision issued on April 5, 2022.

The Interim Decision and notices of reconvened hearing (containing the call-in numbers for this hearing) were sent to each of the parties using the contact information provided to the Residential Tenancy Branch.

### Reconvened Hearing and Non-attendance of Party

The reconvened hearing was attended by only the Applicants, who were reminded they had been affirmed, and of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings. The Landlords did not attend the hearing.

Rule 7.1 of the Rules of Procedure provides as follows:

**7.1 Commencement of the hearing:** The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Rule 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 Landlords did not attend the reconvened hearing and failed to discharge their burden of proof, I cancel the One Month Notice and find that the tenancy will continue until it is ended in accordance with the Act.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant is successful in his application, I order the Landlord to pay the \$100.00 filing fee the Tenant paid to apply for dispute resolution.

Pursuant to section 72 of the Act, the Tenant is authorized to make a one-time deduction of \$100.00 from a future rent payment in satisfaction of the above-noted award.

Conclusion

The Tenant's application is granted; 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: April 20, 2022

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Residential Tenancy Branch