



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HILDON HOLDINGS LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was scheduled to convene at 9:30 a.m. on July 7, 2022 concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause.

The tenant and an Advocate for the tenant attended the hearing, and the tenant gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call.

The tenant testified that the landlord was served with the Notice of Dispute Resolution Proceeding on March 24, 2022; the tenant attended the office of the landlord where the landlord carries on business as a landlord, and handed the documents to an employee of the landlord company. I accept that testimony and I find that the landlord has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause dated March 16, 2022 be cancelled?

### Background and Evidence

The tenant testified that he has resided in the rental unit for more than 8 years, and still resides there. Rent in the amount of \$525.00 was payable and is now \$540.00 per month, but is not certain of the date rent is payable under the tenancy agreement. The landlord collected a security deposit in the amount of \$250.00 at the beginning of the

tenancy, which is still held in trust by the landlord, and no pet damage deposit was collected.

The landlord served the tenant with a One Month Notice to End Tenancy for Cause on or about March 16, 2022 by posting it to the door of the rental unit, and a copy has been provided for this hearing. It is dated March 16, 2022 and contains an effective date of vacancy of April 16, 2022. The reason for issuing it states: "Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent." The tenant testified that he has not sublet, but allowed a friend to stay in the rental unit for a time. The tenant did not move out and did not collect rent from the friend.

### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*.

In this case, no one for the landlord joined the hearing, and the tenant disputes the allegation of assigning or subletting the rental unit. Therefore, I am not satisfied that the landlord has established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Act*, and I cancel it.

### Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated March 16, 2022 is hereby cancelled and 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: July 07, 2022

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Residential Tenancy Branch