



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1264096 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the Four Month Notice to End Tenancy for Demolition, or Conversion of Rental Unit, pursuant to section 49.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 9:30 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant was advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. The tenant testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

The tenant confirmed their email address for service of this decision.

The tenant testified that the landlord was served with a copy of this application for dispute resolution and evidence via registered mail on April 22, 2022. The tenant

entered into evidence a registered mail receipt for same. I find that the landlord was served in accordance with sections 88 and 89 of the *Act*

Issue to be Decided

1. Is the tenant entitled to cancellation of the Four Month Notice to End Tenancy for Demolition, or Conversion of Rental Unit, pursuant to section 49 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the tenant, not all details of the tenant's arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below.

The tenant provided the following undisputed testimony. This tenancy began in March or April of 2012. Monthly rent in the amount of \$936.00 is payable on the first day of each month. A security deposit of \$437.50 was paid by the tenant to the landlord.

The tenant testified that he was served with a Four Month Notice to End Tenancy for Demolition, or Conversion of Rental Unit in person on March 31, 2022. The tenant filed to dispute the Four Month Notice to End Tenancy for Demolition, or Conversion of Rental Unit on April 8, 2022.

Analysis

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that 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.

The landlord did not attend this hearing. I find that the landlord has not proved, on a balance of probabilities, the reason they wish to end the tenancy. As the landlord has not met the required burden of proof, I find that the tenant is entitled to cancellation of the Four Month Notice to End Tenancy for Demolition, or Conversion of Rental Unit.

Conclusion

The Four Month Notice to End Tenancy for Demolition, or Conversion of Rental Unit is cancelled and is of no force or effect. This tenancy will continue 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: August 05, 2022

Residential Tenancy Branch