



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAPLE RIDGE PARK ASSET MANAGEMENT
CORP. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated June 6, 2022 ("One Month Notice").

The Tenant appeared at the teleconference hearing, but no one attended on behalf of the Landlord. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Tenant, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Tenant.

As the Landlord did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Tenant testified that he served the Landlord with the Notice of Hearing documents immediately after he picked them up from the Service BC office on June 29, 2022. The Tenant said he delivered these documents to the building manager, [H.], that day, and that everything was sorted out.

I find that the Landlord was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Tenant in the absence of the Landlord.

Preliminary and Procedural Matters

The Tenant said he does not have an email address, but he provided the his mailing address and the Landlord's email address in the Application. I advised him that we will

send the Decision to the Parties at these addresses provided by the Tenant in his Application.

When a tenant applies to cancel a notice to end tenancy issued by a landlord, section 55 of the Act requires that I consider whether the landlord is entitled to an order of possession. This is the case if I dismiss the tenant's application, and if the landlord has issued a notice to end tenancy that is compliant with section 52 of the Act as to form and content. As such, a landlord has the burden of proof in this situation.

The Parties did not even submit a copy of the One Month Notice for my consideration, and with the Landlord's failure to attend the hearing, I find that they have failed to fulfill their burden of proof in this matter. As a result, I am not satisfied that the One Month Notice is valid, and therefore, I cancel the One Month Notice, as requested by the Tenant.

Conclusion

The Tenant is successful in his Application to cancel the One Month Notice, as the Landlord failed to attend the hearing to present the merits of their One Month Notice.

I Order that the tenancy continues until 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: November 03, 2022

Residential Tenancy Branch