



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER TOWER LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

The tenant seeks an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to section 46(4)(b) of the *Residential Tenancy Act* (the “Act”).

I left the teleconference hearing connection open until 11:17 A.M. to enable the landlord to call into this teleconference hearing scheduled for 11:00 A.M. The landlord did not attend this hearing.

The tenant attended the hearing and was affirmed. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

Preliminary Issue – Service of Notice of Dispute Resolution Proceeding

The tenant testified that they served the Notice of Dispute Resolution Proceeding and evidence (the “Materials”) in person on October 14, 2022. The tenant affirmed that they visited the landlord’s address, which was confirmed to be in the same building as the rental unit, and hand delivered the Materials to a person they knew by name who worked for the landlord at the reception.

The testimony was clear and referenced the contents of the Materials which included the letter to the landlord dated October 14, 2022, further confirming the date the Materials were served. I find the landlord was served in accordance with section 89(1)(b) of the Act.

Issue to be Decided

Is the tenant entitled to an order for cancellation of the Notice?

Background and Evidence

The tenant provided conceiving testimony under oath that the Materials were served to the landlord and so I was able to consider their request to cancel the Notice.

As the landlord did not attend the hearing, I was not able to take affirmed testimony from them regarding the tenancy or the validity of the Notice.

Analysis

Rule of Procedure 6.6 states that the landlord has the onus of proof to establish, on a balance of probabilities, that the notice issued to end tenancy is valid. This means that the landlord must prove, more likely than not, that the facts stated on the notice to end tenancy are correct.

Since the landlord has not attended the hearing or presented any evidence, I find that the landlord has failed to satisfy its burden of proving the validity of the Notice.

Accordingly, the Notice is cancelled and of no force of effect. This tenancy will continue in accordance with the Act.

Conclusion

The Notice dated September 14, 2022 is cancelled and of no force of effect.

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: February 10, 2023

Residential Tenancy Branch