



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for landlord's use of the property.

The tenant attended the teleconference hearing and gave evidence, however the landlord did not attend. The tenant gave evidence that he served the landlord with the Notice of a Dispute Resolution Hearing and Tenant's Application for Dispute Resolution by registered mail on July 2, 2014. The tenant sent the documents to the address provided for service on the notice to end tenancy. I find the landlord was properly served.

### Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

### Background and Evidence

The tenant gave evidence that his tenancy started in November 2011 and he normally dealt with "AH", an agent of the landlord. He gave evidence that he received an email from AH around June 1, 2014 advising the tenant that AH would no longer be dealing with the property and that the tenant would be dealing instead with "PM", a realtor.

The tenant gave evidence that PM personally served him with a Notice to End Tenancy for Landlord's Use (the "Notice") on June 12, 2014. He says PM told him at that time that the landlord's brother would be occupying the rental unit.

The Notice was put into evidence. It states the reason for the notice is:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse

### Analysis

When a landlord issues a notice to end tenancy for landlord's use of the property and the notice is disputed by the tenant, the onus is on the landlord to prove (on a balance of probabilities) that he or she intends to use the property for the specified purpose. If the landlord does not meet his or her burden of proof, then I must cancel the Notice.

In this case, the landlord did not appear at the hearing to present evidence (despite being properly served) and did not provide any written submissions prior to the hearing. I find that the landlord has not met his burden of proof regarding his intention for the rental property. For that reason, the notice to end tenancy is cancelled.

### Conclusion

I order that the notice to end tenancy is cancelled.

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 22, 2014

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Residential Tenancy Branch

