



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Man Kei Enterprises  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes CNC

#### Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 47 of the *Residential Tenancy Act* (the "Act") for an Order cancelling a notice to end tenancy.

I accept the Tenant's evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person on February 1, 2016, witnessed by the Advocate, in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

#### Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

#### Undisputed Facts

The tenancy started around 2010. Rent of \$400.00 is payable on the first day of each month. On January 28, 2016 the Tenant found a one month notice to end tenancy for cause under his door (the "Notice"). There is no basis for the Notice to have been issued.

#### Analysis

Section 47 of the Act provides that a landlord may end a tenancy for certain reasons. Where a notice to end tenancy from a landlord comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the notice and that at least one reason must constitute sufficient cause for the notice to be valid. Based on the undisputed evidence that there is no basis for the Notice to have been issued, I find that the Tenant is entitled to a cancellation of the Notice.

#### Conclusion

The Notice is 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: March 14, 2016

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Residential Tenancy Branch

