



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

On May 30, 2016, the Tenant submitted an Application for Dispute Resolution asking that a 1 Month Notice to End Tenancy for Cause ("the Notice") be cancelled.

The Tenant appeared at the hearing; however the Landlord did not. The Tenant testified that he served the Landlord with the Notice of Hearing. The Landlord submitted documentary evidence including a copy of the Notice of Hearing. I find that the Landlord was duly served. The hearing process was explained and the Tenant was asked if he had any questions. The Tenant was provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Should the 1 Month Notice To End Tenancy for Cause dated May 19, 2016, be cancelled?

### Background and Evidence

The Tenant testified that the tenancy began in April 1993, as a one year fixed term that continued thereafter as a month to month tenancy. Rent in the amount of \$898.56 is payable on the first of each month. The Tenant is not positive, but he recalls that he paid the Landlord a security deposit in the amount of \$320.00.

The Tenant testified that he received the Notice on May 19, 2016. The Tenant disputed the Notice within the appropriate timelines.

The Landlord submitted evidence for the hearing but failed to appear.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the 1 Month Notice to End Tenancy For Cause is valid. I find that the Landlord was aware of the Hearing and failed to attend the hearing to prove the allegation within the Notice.

Therefore, as the Landlord did not attend the hearing by 1:40 PM, I cancel the 1 Month Notice to End Tenancy for Cause, dated May 19, 2016.

I order the tenancy to continue until ended in accordance with the Act.

Conclusion

The Tenants' application is successful. The 1 Month Notice issued by the Landlord dated May 19, 2016 is cancelled.

The tenancy will continue 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: June 29, 2016

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Residential Tenancy Branch