



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NORTHSTAR INTERNATIONAL MOTOR HOTEL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

CNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the Residential Tenancy Act (the “Act”), to cancel a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”), issued May 8, 2019. The matter was set for a conference call.

One of the Tenant attended the hearing and was affirmed to be truthful in his testimony. As the Landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. Section 59 of the *Act* and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Tenant testified the Application for Dispute Resolution, and Notice of Hearing had been served to the Landlord by registered mail sent on May 14, 2019. The Tenant provided a registered mail tracking number as proof of service. I find that the Landlord had been duly served in accordance with the *Act*.

The Tenant was provided with the opportunity to present her evidence orally and in written, documentary form, and make submissions at the hearing.

### Issue to be Decided

- Should the Notice issued on May 8, 2019, be cancelled?

### Background and Evidence

The Notice was served to the Tenant by posting it to the front door of the rental unit, indicating that the Tenant was outstanding \$561.00 in rent.

The Tenant testified that all rent payment for this tenancy had been paid in full, as of the date of this hearing.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

This matter was set for hearing by a telephone conference call at 11:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes, and the only participant who called into the hearing during this time was the Tenant.

Since the Landlord did not attend the hearing by 11:11 a.m. to present any evidence or submission in support of the Notice, and the burden is on the landlord to prove the Notice was issued for the reasons stated. I find that the Landlord has failed to show cause to end the tenancy.

Therefore, I grant the Tenant's application to cancel the Notice issued on May 8, 2019, and the Notice has no force or effect. The tenancy will continue until legally ended in accordance with the Act.

### Conclusion

The Tenant's application to cancel the Notice is granted. The tenancy will continue until legally 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: July 2, 2019

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Residential Tenancy Branch