



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, FF

Introduction

On June 27, 2019, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated June 13, 2019, (“the One Month Notice”); and to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 13, 2019, (“the 10 Day Notice”).

This matter was set for hearing by telephone conference call at 11:00 AM on this date. The Tenant appeared at the hearing; however the Landlords did not. The Tenant was assisted by legal counsel. The line remained open while the phone system was monitored for twelve minutes and the Landlords did not call into the hearing during this time.

The Tenant provided affirmed testimony that he served the Landlords with the Notice of Dispute Resolution Proceeding documents using Canada Post registered mail sent on July 4, 2019. The Tenant testified that he sent the registered mail to the Landlords address. The Tenant provided a copy of the registered mail receipt and tracking information as proof of service. I find that the Tenant served the Landlords with notice of the hearing in accordance with sections 89 and 90 of the Act.

In the matter before me, the Landlord has the burden of proof to establish that reasons to end tenancy within the notices are valid and sufficient. I find that the Landlord was properly served with the Notice of Hearing and failed to attend the hearing to prove the allegations within the One Month Notice and the 10 Day Notice.

Therefore, as the Landlords did not attend the hearing by 11:12 AM, I cancel the One Month Notice to End Tenancy For Cause, dated June 13, 2019, and I cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 13, 2019.

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

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was successful with his application to cancel the notices to end tenancy, I order the Landlords to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution. The Tenant may deduct the amount of \$100.00 from one (1) future rent payment.

Conclusion

The Landlords failed to attend the hearing to prove the allegations within the One Month Notice and the 10 Day Notice.

The Tenants' application is successful. The One Month Notice issued by the Landlord dated June 13, 2019 is cancelled. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities Notice issued by the Landlord dated June 13, 2019 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: August 22, 2019

Residential Tenancy Branch