



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

The tenant, an advocate for the tenant, and two agents for the landlord (the "agents") attended the hearing. An opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, and were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. I have reviewed all 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.

The parties confirmed that they received documentary evidence from the other party prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

### Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy agreement began on April 10, 2007. The tenant's portion of subsidized rent is currently \$320.00 per month. A security deposit of \$311.00 was paid by the tenant at the start of the tenancy.

On January 17, 2014, the tenant confirmed receiving a 1 Month Notice with an effective vacancy date of February 28, 2014. The tenant disputed the Notice on January 23, 2014, which is within the 10 day timeline provided for under section 47 of the *Act*. The landlord listed one reason on the 1 Month Notice as follows:

1. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The agent confirmed that she did not provide written notice until January 17, 2014, which is the date of the 1 Month Notice. The agent testified that the material term was related to condition #3 of the tenancy agreement, which is a condition regarding "OCCUPANTS AND INVITED GUESTS".

### Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

When a tenant disputes a 1 Month Notice in accordance with section 47 of the *Act*, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid and should be upheld. If the landlord fails to prove the 1 Month Notice is valid, the 1 Month Notice will be cancelled.

In the matter before me, the tenant applied to dispute the 1 Month Notice dated January 17, 2014 on time by submitting their application on January 23, 2014. Therefore, the onus of proof is on the landlord to prove that the 1 Month Notice is valid. The agent testified that she wrote to the tenant on January 17, 2014. I find that the letter is dated the same date as the 1 Month Notice which states the cause as "breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so". As a result of the above, **I find** that the landlord has failed to provide a reasonable time for the tenant to address the alleged material breach of the tenancy agreement by issuing the 1 Month Notice on the same date as the landlord wrote to the tenant alleging a breach of a material term of the tenancy.

Given the above, **I find** the landlord has failed to meet the burden of proof to support the reason listed on the 1 Month Notice. Therefore, **I cancel** the 1 Month Notice dated January 17, 2014, due to insufficient evidence.

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

Conclusion

The 1 Month Notice dated January 17, 2014 has been cancelled due to insufficient evidence from the landlord.

The tenancy has been ordered to continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 11, 2014

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Residential Tenancy Branch

