



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the tenant to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”), and to recover the cost of the filing fee.

An agent for the landlord (the “agent”), the husband of the tenant, and a friend of the tenant attended the hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties confirmed that they did not submit any documentary evidence in response to the tenant’s application for dispute resolution.

### Issues to be Decided

- Should the 1 Month Notice cancelled?
- Is the tenant entitled to recover the cost of the filing fee?

### Background and Evidence

The parties agree that a 1 Month Notice dated May 26, 2014 was received by the tenant on or about May 29, 2014, and had an effective vacancy date of June 30, 2014. The tenant filed to dispute the 1 Month Notice on June 2, 2014.

In the 1 Month Notice, the landlord has alleged two causes. The two causes that have been alleged are:

1. There are an unreasonable number of occupants in a rental unit, and

2. The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property.

The landlord confirmed that the landlord did not submit any documentary evidence to support the two causes being alleged in the 1 Month Notice. The landlord failed to provide a copy of a tenancy agreement which sets out the agreed upon number of tenants in the rental unit at the start of the tenancy, or any other documentary evidence to support the number of occupants alleged to be in the rental unit. In addition, the landlord failed to provide any documentary evidence to support that the tenant has caused extraordinary damage to the rental unit.

The tenant does not agree with the causes listed in the 1 Month Notice.

### Analysis

Based on the above, the testimony of the parties, and on a balance of probabilities, I find as follows.

The 1 Month Notice dated May 26, 2014, has an effective vacancy date of June 30, 2014. The tenant disputed the 1 Month Notice on June 2, 2014, which is within the ten day timeline provided for under section 47 of the *Act* to dispute a 1 Month Notice.

Once a 1 Month Notice is disputed, the onus of proof is on the landlord to prove that the 1 Month Notice is valid. The landlord did not submit any documentary evidence in support of the 1 Month Notice. In the matter before me, the landlord has the onus of proof to prove that the 1 Month Notice is valid. Based on the above, **I find** the landlord has provided insufficient evidence to prove that the 1 Month Notice dated May 26, 2014 is valid. Therefore, **I cancel** the 1 Month Notice dated May 26, 2014, as the landlord has not met the burden of proof to prove that the 1 Month Notice is valid.

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

As the tenant's application had merit, I find that the tenant is entitled to monetary compensation pursuant to section 67 of the *Act*, in the amount of **\$50.00** to recover the cost of \$50.00 filing fee. **I ORDER** a one-time rent reduction in the amount of **\$50.00** from the tenant's August 2014 rent, in full satisfaction of the tenant's recovery of the cost of the filing fee.

Conclusion

The 1 Month Notice issued by the landlord dated May 26, 2014, is cancelled.

The tenancy will continue until ended in accordance with the *Act*.

The tenant has been ordered a one-time rent reduction in the amount of \$50.00 from the tenant's August 2014 rent, in full satisfaction of the tenant's recovery of the cost of the filing fee.

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: July 25, 2014

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Residential Tenancy Branch

