



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEPPLER ENTERPRISES LTD DBA PATRICK ANTHONY RESIDENCE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated October 21, 2014 (the 1 Month Notice) pursuant to section 47.

The landlord's agent, RK ("landlord") and the tenant's advocate, appearing on behalf of the tenant, attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The landlord gave sworn testimony that the 1 Month Notice was served upon the tenant personally on October 21, 2014. The tenant's advocate confirmed receipt of the 1 Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was served with the 1 Month Notice on October 21, 2014.

The tenant's advocate testified that the landlord's manager and agent, LC, was served personally with the Application for Dispute Resolution hearing package ("Application") on November 6, 2014. Section 89(1)(b) permits the tenant to leave a copy of the Application with the landlord's agent. The landlord confirmed receipt of the Application. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was served with the Application on November 6, 2014.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled?

Background and Evidence

The landlord testified that this tenancy began around April or May 2014, although he could not recall the exact date. The tenant continues to reside in the rental unit. The tenancy is a fixed term tenancy. The landlord testified that the tenancies are usually for a one-year fixed term. Monthly rent is payable in the current amount of approximately \$425.00 due on the first day of each month. A security deposit in the amount of \$212.50 was paid for this tenancy.

Analysis

In accordance with subsection 47(4) of the *Act*, the tenant must file his application for dispute resolution within ten days of receiving the 1 Month Notice. In this case, the tenant received the 1 Month Notice, via personal service, on October 21, 2014. The tenant filed his application for dispute resolution on October 31, 2014. Accordingly, the tenant filed within the ten day limit under the *Act*.

Where a tenant applies to dispute a 1 Month Notice, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the 1 Month Notice is based. The landlord cited the following reasons in his 1 Month Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*

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

At the hearing, the landlord testified that he was no longer pursuing his 1 Month Notice and was not seeking an order of possession against the tenant. The landlord testified that he had already advised the tenant that the 1 Month Notice was being cancelled by the landlord.

Accordingly, I advised both parties at the hearing that the 1 Month Notice, dated October 21, 2014, is cancelled and is of no force and effect. I further advised both parties that this tenancy will continue until ended in accordance with the *Act*.

Conclusion

I allow the tenant's application to cancel the 1 Month Notice, dated October 21, 2014. The 1 Month Notice, dated October 21, 2014, is cancelled and is of no force or effect. This tenancy continues.

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: November 27, 2014

Residential Tenancy Branch

