



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRANG HOLDINGS LTD
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 (the 1 Month Notice) pursuant to section 47.

The landlord did not attend this hearing, although I waited until 2:17 p.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 2:00 p.m. The landlord did not file any evidence in respect of this application. The tenant and his legal advocate attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant gave sworn testimony that the 1 Month Notice, dated October 15, 2014, was served upon him personally at his rental unit on October 19, 2014. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the 1 Month Notice on October 19, 2014.

The tenant's legal advocate testified that she served the landlord with the Application for Dispute Resolution hearing package ("Application") on October 23, 2014 via registered mail. She provided a tracking number orally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the Application on October 28, 2014, the fifth day after its registered mailing.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled?

Background and Evidence

The tenant testified that this tenancy began on March 7, 2006 and he continues to reside in the rental unit. The tenancy is a month-to-month tenancy. Rent is payable monthly in the current amount of \$675.00 on the first day of each month. A security deposit in the amount of \$300.00 was paid by the tenant on March 7, 2006.

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 19, 2014. The tenant filed his application for dispute resolution on October 20, 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 did not submit any evidence or appear at this hearing. The landlord did not meet their onus of proof. Thus, the 1 Month Notice is set aside and is of no force and effect. This tenancy will continue until ended in accordance with the *Act*.

Conclusion

I allow the tenant's application to cancel the 1 Month Notice. The 1 Month Notice is set aside 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 05, 2014

Residential Tenancy Branch

