



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOOKOUT EMERGENCY AID SOCIETY  
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 January 24, 2015 ("1 Month Notice"), pursuant to section 47.

The landlord did not attend this hearing, although it lasted approximately 15 minutes. The landlord did not file any evidence in respect of this application. The tenant's agent, DD, attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant's agent confirmed that she had authority to appear on behalf of the tenant as an agent at this hearing.

The tenant's agent testified that the landlord's 1 Month Notice was personally served upon the tenant on January 26, 2015. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the 1 Month Notice on January 26, 2015. The 1 Month Notice states an effective move-out date of February 28, 2015.

The tenant's agent testified that the landlord's agent MS was personally served with the tenant's Application for Dispute Resolution hearing package ("Application") on February 6, 2015. In accordance with section 89 of the *Act*, I find that the landlord was served with the tenant's Application on February 6, 2015.

### Issue to be Decided

Should the landlord's 1 Month Notice be cancelled?

### 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 on January 26, 2015. The tenant filed his application for dispute resolution on February 5, 2015. 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 its onus of proof. Thus, as advised to the tenant's agent during the hearing, the landlord's 1 Month Notice is cancelled and of no force or effect. This tenancy will continue until it is ended in accordance with the *Act*.

### Conclusion

I allow the tenant's application to cancel the 1 Month Notice. The landlord's 1 Month Notice, dated January 24, 2015, is cancelled and of no force or effect. This tenancy continues until it is 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: March 02, 2015

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Residential Tenancy Branch

