



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAN KEI ENTERPRISES
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* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated April 30, 2015 ("1 Month Notice"), pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 16 minutes. The tenant and his legal advocate, DS, attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant confirmed that his legal advocate had authority to present submissions on his behalf at this hearing.

The tenant testified that he personally received the landlord's 1 Month Notice on April 30, 2015. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the 1 Month Notice on April 30, 2015. The 1 Month Notice states an effective move-out date of May 31, 2015.

The tenant's legal advocate testified that the landlord was served with the tenant's application for dispute resolution hearing notice on May 7, 2015 and written evidence package on May 27, 2015, both by way of registered mail. The tenant provided copies of Canada Post receipts and tracking numbers to confirm the above service. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's application notice on May 12, 2015 and written evidence package on June 1, 2015, five days after each of their registered mailings.

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 April 30, 2015. The tenant filed his application for dispute resolution on May 7, 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 appear at this hearing to provide any testimony. The landlord did not meet its onus of proof. The landlord provided a one-page letter, dated June 4, 2015, to the Residential Tenancy Branch only, not the tenant, indicating that it wished to rescind the notice to end tenancy and cancel this hearing.

Thus, as advised to the tenant and his legal advocate during the hearing, the landlord's 1 Month Notice, dated April 30, 2015, 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 landlord's 1 Month Notice, dated April 30, 2015. The landlord's 1 Month Notice, dated April 30, 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: June 19, 2015

Residential Tenancy Branch

