



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 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 June 8, 2015 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord did not attend this hearing, which lasted approximately 16 minutes. The tenant 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 testified that he received the landlord's 1 Month Notice around June 12, 2015. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice on June 12, 2015. The 1 Month Notice states an effective move-out date of July 11, 2015.

The tenant testified that he served the landlord with the tenant's application for dispute resolution hearing package ("Application") on June 24, 2015, by way of registered mail. The tenant provided a Canada Post receipt and tracking number to confirm this mailing. The tracking number on the Canada Post website indicates that the landlord received and signed for the package on July 13, 2015. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's Application on June 29, 2015, five days after its registered mailing.

Issue to be Decided

Should the landlord's 1 Month Notice be cancelled?

Is the tenant entitled to recover the filing fee for this application from the landlord?

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 June 12, 2015. The tenant filed his application on June 18, 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 her onus of proof. The tenant testified that he received a written note from the landlord indicating that she did not wish to pursue the 1 Month Notice or an eviction of the tenant from the rental unit. The tenant did not provide the note for this hearing.

Thus, as advised to the tenant during the hearing, the landlord's 1 Month Notice, dated June 8, 2015, is cancelled and of no force or effect. This tenancy will continue until it is ended in accordance with the *Act*. As the tenant was successful in his Application, he is entitled to recover the \$50.00 filing fee from the landlord.

Conclusion

I allow the tenant's application to cancel the landlord's 1 Month Notice, dated June 8, 2015. The landlord's 1 Month Notice, dated June 8, 2015, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

The tenant is entitled to deduct \$50.00 total from a future rent payment at this rental unit, in full satisfaction of the monetary award for the filing fee for this Application.

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: August 17, 2015

Residential Tenancy Branch

