



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 0942 in order to enable the landlord to connect with this teleconference hearing scheduled for 0930. 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 had his assistant attend to take notes.

The tenant testified that he served the landlord with the dispute resolution package on 11 August 2015 by registered mail. The tenant provided me with a Canada Post tracking number. On the basis of this evidence, I am satisfied that the landlord was deemed served with the dispute resolution package pursuant to sections 89 and 90 of the Act.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the tenant, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

The tenant was served with the 1 Month Notice dated 22 July 2015. The tenant received the 1 Month Notice on 26 July 2015. The 1 Month Notice set out that it was being given as:

- the tenant or person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- the tenant has engaged in illegal activity that has, or is likely to jeopardized the health or safety or lawful right of another occupant or the landlord.

Analysis

In accordance with subsection 47(4) of the Act, the tenant must file his or her application for dispute resolution within ten days of receiving the 1 Month Notice. In this case, the tenant received the 1 Month Notice on 26 July 2015. The tenant filed his application for dispute resolution on 4 August 2015. Accordingly, the tenant filed within the ten day limit provided for 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 for this hearing. The landlord did not meet his 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

The 1 Month Notice is set aside and is of no force or effect. The 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 subsection 9.1(1) of the Act.

Dated: October 14, 2015

Residential Tenancy Branch

