



# 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 tenant attended the hearing by conference call and gave undisputed affirmed testimony. The landlord did not attend or submit any documentary evidence. The tenant stated that he personally served the landlord with the notice of hearing package and the submitted documentary evidence on August 8, 2015. Based upon the tenant's undisputed affirmed testimony, I find that the landlord is deemed served with the notice of hearing package and the submitted documentary evidence as per section 88 and 89 of the Act.

K.B. called into the conference call hearing and stated that he was an agent of the landlord. The tenant stated that he did not know who this person was. K.B. stated that he could have the named landlord call and confirm his appointment as the landlord's agent and the hearing was suspended for 3 minutes while the K.B. contacted the named landlord. K.B. indicated that the named landlord would call in immediately. I find that as there is no evidence either in written submission or from the named landlord naming K.B. as the landlord's agent, I find that K.B. has no standing to act on behalf of the landlord. After waiting 16 minutes past the start of the hearing with no appearance by the named landlord the hearing was commenced.

### Issue(s) to be Decided

Is the tenant entitled to an order to cancel the 1 Month Notice?

### Background and Evidence

The tenant confirmed that on July 27, 2015, the landlord served the tenant with the 1 Month Notice. The 1 Month Notice set out an effective end of tenancy date of August 31, 2015 and that it was being given as:

- the tenant has engaged in illegal activity that has, or is likely to:
  - damage the landlord's property;
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The tenant provided submissions that he disagrees with this notice.

### Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

The landlord did not submit any evidence or appear for this hearing. The landlord did not meet their onus of proof.

The tenant's application is granted. The 1 Month Notice dated July 27, 2015 is set aside and is of no force and effect. This tenancy will continue until ended in accordance with the Act.

### Conclusion

The tenant's application to cancel the 1 Month Notice dated July 27, 2015 is granted.

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: October 16, 2015

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Residential Tenancy Branch

