



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 tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated February 26, 2016 ("1 Month Notice"), pursuant to section 47.

The two landlords did not attend this hearing, which lasted approximately 11 minutes. The tenant, DM ("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 confirmed that she had authority to represent her husband, "tenant TM," the other tenant named in this application, as an agent at this hearing.

The tenant testified that the landlords were served with the tenants' application for dispute resolution hearing package ("Application") on March 4, 2016, by way of registered mail. The tenant provided a Canada Post tracking number verbally during the hearing to confirm service. The landlords also submitted written evidence in response to the tenants' Application, for this hearing. In accordance with sections 89 and 90 of the *Act*, I find that both landlords were deemed served with the tenants' Application on March 9, 2016, five days after its registered mailing.

The tenant testified that the tenants received the landlords' 1 Month Notice on February 26, 2016, by way of posting to their rental unit door. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice on February 26, 2016. The 1 Month Notice states an effective move-out date of April 1, 2016.

Issue to be Decided

Should the landlords' 1 Month Notice be cancelled?

Analysis

In accordance with subsection 47(4) of the *Act*, the tenants must file their application for dispute resolution within ten days of receiving the 1 Month Notice. In this case, the tenants received the 1 Month Notice on February 26, 2016 and filed their Application on the same date. Accordingly, the tenants filed within the ten day limit under the *Act*.

Where tenants apply to dispute a 1 Month Notice, the onus is on the landlords to prove, on a balance of probabilities, the grounds on which the 1 Month Notice is based. The landlords did not appear at this hearing to provide any testimony. The landlords did not meet their onus of proof.

Therefore, as advised to the tenant during the hearing, the landlords' 1 Month Notice, dated February 26, 2016, 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 tenants' application to cancel the landlords' 1 Month Notice, dated February 26, 2016.

The landlord's 1 Month Notice, dated February 26, 2016, 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: April 15, 2016

Residential Tenancy Branch