



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE NANAIMO REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated March 15, 2016 and to recover the cost of the filing fee.

The tenant attended the teleconference hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") Application for Dispute Resolution (the "Application") and documentary evidence were considered. The tenant testified that she served the Notice of Hearing package, Application and documentary evidence on the agent for the landlord, B.A. (the "agent") and the named landlord company on March 23, 2016. The tenant submitted two tracking numbers in evidence which supports that both the agent and landlord were both served by registered mail and signed for and accepted the registered mail packages on the same date, March 29, 2016. As a result, I find the landlord was sufficiently served on March 29, 2016.

Issues to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?
- Is the tenant entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the 1 Month Notice was submitted in evidence which is dated March 15, 2016. The tenant disputed the 1 Month Notice on March 18, 2016 which is within the 10-day timeline provided for pursuant to section 47 of the *Act*.

The landlord did not attend the hearing to prove that the 1 Month Notice was valid and should be upheld.

Analysis

Based on the undisputed testimony of the tenant, and on the balance of probabilities, I find the following.

When tenants dispute a 1 Month Notice, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid and should be upheld. If the landlord fails to prove the 1 Month Notice is valid, the 1 Month Notice will be cancelled.

As the landlord did not attend the hearing to present evidence to support the 1 Month Notice, I find the landlord has failed to prove that the 1 Month Notice is valid. As a result, **I cancel** the 1 Month Notice dated March 15, 2016. **I order** that the tenancy continue until ended in accordance with the *Act*.

As the tenant's application is successful, **I grant** the tenant the recovery of the cost of the filing fee in the amount of **\$100.00** pursuant to sections 67 and 72 of the *Act*.

Conclusion

The tenant's application is successful.

The 1 Month Notice dated March 15, 2016 is cancelled, due to insufficient evidence. The tenancy has been ordered to continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: May 3, 2016

Residential Tenancy Branch