



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

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 (the 1 Month Notice) pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 12 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant's advocate testified that she left a copy of the tenant's application for dispute resolution hearing package with an agent of the landlords at the corporate landlord's address for service on November 28, 2016. Based on the undisputed testimony of the tenant's advocate and in accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application on November 28, 2016, the day it was served.

### Issue(s) to be Decided

Should the 1 Month Notice be cancelled?

### Background and Evidence

The tenant testified that a copy of the 1 Month Notice was posted on the tenant's rental unit door on November 16, 2016. The tenant testified that with the assistance of his advocate the tenant filed an application for dispute resolution on November 26, 2016.

### Analysis

Section 47(4) of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. In this case the tenant received the 1 Month Notice on November 16, 2016 and filed his application for dispute resolution on November 26, 2016. Accordingly, the tenant filed within the ten day limit under the *Act*.

If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the 1 Month Notice. Because the landlord did not attend the hearing I find the landlord has failed to satisfy the burden of proof and I therefore allow the tenant's application to cancel the 1 Month Notice.

### Conclusion

The tenant's application to cancel the 1 Month Notice is allowed. The Notice is of no continuing force or effect. This tenancy continues until 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: January 4, 2017

---

Residential Tenancy Branch