



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NIKKEI SENIORS HEALTH CARE AND HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing, reconvened from a hearing of June 13, 2017, dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for cancellation of the landlords' 1 Month Notice to End Tenancy for Cause pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 20 minutes. The tenant attended the hearing and was represented by her advocate (the "tenant") who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Both parties attended the earlier hearing on June 13, 2017. The previous arbitrator issued an Interim Decision and a Notice of Reconvened Hearing was enclosed with that decision.

Issue(s) to be Decided

Should the 1 Month Notice be cancelled? If not are the landlords entitled to an Order of Possession?

Background and Evidence

The tenant testified that the 1 Month Notice was received on or about March 28, 2017. A copy of the 1 Month Notice was submitted into written evidence by the landlords and it is dated April 15, 2017. The tenant testified that an application for dispute resolution was filed on March 29, 2017.

The tenant testified that as far as they are aware only one 1 Month Notice was issued and could not explain the date on the face of the 1 Month Notice submitted into evidence by the landlords. The tenant theorized that it may have been a reissued 1 Month Notice but could not definitively say.

Analysis

Section 46 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. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the 1 Month Notice.

I accept the tenant's undisputed testimony that they were served with the 1 Month Notice on or about March 28th, 2017 and filed an application for dispute resolution on March 29th, 2017. Pursuant to section 71(2)(b) and (c) of the *Act*, I find that the tenant's application for dispute resolution filed on March 29, 2017 was sufficiently served on the landlords in response to the 1 Month Notice dated April 15, 2017 and any earlier 1 Month Notice.

Because the landlords did not attend the hearing I find the landlords 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: August 11, 2017

Residential Tenancy Branch