



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 pursuant to section 47;

The landlord did not attend this hearing, although I waited until 9:20 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 9:00 a.m. The tenant attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The tenant testified that on June 21, 2017, she sent a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord by registered mail. A registered mail tracking number was provided in support of service.

Based on the above evidence, I am satisfied that the landlord was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the landlord.

The tenant's application was filed within the time period required under the Act.

Issues

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on April 1, 2017 with a monthly rent of \$715.00 payable on the 1st day of each month.

The landlord served the tenant with the 1 Month Notice on June 16, 2017 citing the following reasons in the Notice:

- *Breach of a material term of the tenancy agreement.*

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Pursuant to section 47(4) of the Act, a tenant may dispute a 1 Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 1 Month Notice.

The landlord did not participate in the hearing and as such has failed to provide sufficient evidence to justify cause to issue the 1 Month Notice. Accordingly, the 1 Month Notice dated June 16, 2017, is hereby cancelled and of no force or effect.

Conclusion

I allow the tenant's application to cancel the landlord's 1 Month Notice, dated June 16, 2017, which is hereby 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: August 22, 2017

Residential Tenancy Branch