



# 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* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

While the tenants attended the hearing by way of conference call, the landlord did not. I waited until 11:13 a.m. to enable the landlord to participate in this scheduled hearing for 11:00 a.m. The tenants were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenants provided sworn, undisputed testimony that they had personally served the landlord with their application for dispute resolution hearing package ("Application") on June 29, 2017. The tenant's witness, HF, testified in the hearing that she witnessed the serving of the application on the landlord. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenants' application. Neither party submitted any written evidence for this hearing.

The tenants acknowledged receipt of the 1 Month Notice dated June 27, 2017. In accordance with section 88 of the *Act*, I find that the tenants were duly served with the 1 Month Notice.

### **Issues to be Decided**

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

### **Background and Evidence**

The tenants provided the following sworn, undisputed testimony as the landlord did not attend. This tenancy began approximately 9 years ago, with monthly rent currently set at \$780.00, payable on the first of each month. The landlord collected, and still holds, a security deposit in the amount of \$700.00, and a pet damage deposit in the amount of \$200.00. The tenants currently still reside in the suite.

The tenants testified that the landlord served them with a 1 Month Notice to End Tenancy on June 27, 2017. The tenants testified that the landlord had accused them of damaging the property. No copy of the 1 Month Notice was provided for this hearing.

The tenants dispute this notice, and are requesting the cancellation of the 1 Month Notice. No copy of the 1 Month Notice was provided for this hearing.

### **Analysis**

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenants may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. In this case the tenants filed their application within two days of receiving the notice.

The tenants provided undisputed testimony that the landlord did not have sufficient cause to end this tenancy. The landlord did not attend the hearing, nor did the landlord file an application for an Order of Possession. As the tenants did not provide a copy of the 2 Month Notice for this hearing, I was unable to verify that the Notice complies with the requirements of section 52 of the *Act*. Under these circumstances I allow the tenants' application for the cancellation of the 1 Month Notice dated June 27, 2017.

The tenants' application is allowed, and this tenancy is to continue as per the *Act*, regulation, and tenancy agreement.

### **Conclusion**

I allow the tenants' application, and the 1 Month Notice is cancelled. The 1 Month Notice dated June 27, 2017 is of no 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: September 12, 2017

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Residential Tenancy Branch