



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DELANEY PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT

Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on July 12, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated June 28, 2017, and for more time to cancel the 1 Month Notice.

The Tenant appeared for the hearing and provided affirmed testimony as well as copy of the 1 Month Notice. However, there was no appearance for the Landlords during the seven minute hearing or any submission of evidence prior to the hearing. Therefore, I turned my mind to the service of documents by the Tenant to the Landlords.

The Tenant testified that he served a copy of the Application and the Hearing Package to the Landlords by registered mail on July 14, 2017. The Tenant provided the Canada Post tracking number into oral evidence to verify this method of service; this number is documented on the front page of this Decision.

The Tenant testified that the Canada Post website shows the documents he sent were received and signed for by an agent of the company Landlord on July 17, 2017. Based on the undisputed evidence of the Tenant, I am satisfied the Landlord was served with the Tenant's Application and notice of this hearing pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the "Act").

The Tenant confirmed receipt of the 1 Month Notice which was posted to the rental unit door. The Tenant testified that he had received it from his door roughly four days later. The Tenant also confirmed that he was not in any rental arrears and that the Landlord had accepted rent for July, August and September 2017 without being given an indication that the rent was being accepted for use and occupancy only.

The Tenant argued the reason on the 1 Month Notice and stated that his relationship with the Landlord was continuing amicably.

Analysis and Conclusion

Section 47(1) (c) of the Act allows the Landlords to issue the Tenant with a notice to end tenancy for the reason in this case. The Tenant confirmed receipt of the 1 Month Notice four days after it was served by the Landlords on June 28, 2017. Therefore, I find the Tenant applied to dispute the 1 Month Notice within the 10 day time limit provided for by Section 47(4) of the Act. The Tenant's Application for more time to cancel the 10 Day Notice is therefore dismissed as I find the Tenant applied on time.

The Landlords failed to appear for the hearing to argue and rebut the Tenant's Application. The Tenant disputed the Landlords' reason on the 1 Month Notice. As the Landlords failed to appear for the hearing to prove this tenancy should end, I must now cancel the 1 Month Notice.

Furthermore, in the absence of any evidence from the Landlords in this case, I find the Landlords re-instated the tenancy after accepting rent for the period of time after the 1 Month Notice was served, without giving any indication it was being accepted for use and occupancy only.

Conclusion

The Landlords failed to appear to prove the 1 Month Notice. The Tenant's request to cancel the 1 Month Notice is granted. The tenancy will continue 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 Act.

Dated: September 29, 2017

Residential Tenancy Branch