



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding URBAN VISION HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated September 18, 2017 ("1 Month Notice"), pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 14 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 testified that he personally served the landlord's agent, the building manager, with his application for dispute resolution hearing package on September 19, 2017. In accordance with section 89 of the *Act*, I find that the landlord was personally served with the tenant's application on September 19, 2017.

The tenant testified that he personally received the landlord's 1 Month Notice on September 18, 2017. The effective move-out date on the notice is October 31, 2017. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice on September 18, 2017.

Issues to be Decided

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

Analysis

In accordance with section 47(4) of the *Act*, the tenant must file his application for dispute resolution within ten days of receiving the 1 Month Notice. In this case, the tenant received the 1 Month Notice on September 18, 2017 and filed his application to dispute it on September 19, 2017. Accordingly, I find that the tenant's application was filed within the ten day limit under the *Act*.

Where a tenant applies to dispute a 1 Month Notice, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the 1 Month Notice is based. The landlord did not appear at this hearing. The landlord did not meet its onus of proof.

Therefore, as advised to the tenant during the hearing, the landlord's 1 Month Notice, dated September 18, 2017, is cancelled and of no force or effect. The landlord is not entitled to an order of possession under section 55 of the *Act*. This tenancy will continue until it is ended in accordance with the *Act*.

Conclusion

I allow the tenant's application to cancel the landlord's 1 Month Notice. The landlord's 1 Month Notice, dated September 18, 2017, is cancelled and of no force or effect.

The landlord is not entitled to an order of possession under section 55 of the *Act*.

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: November 02, 2017

Residential Tenancy Branch