



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 an application by the tenant pursuant to the *Residential Tenancy Act* ("the Act") for orders as follows:

- to cancel a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") pursuant to section 47 *Act*.

Only the tenant appeared at the hearing. The tenant was given a full opportunity to be heard, to present testimony and to make submissions under oath.

The tenant explained that a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") was given to him in person on September 7, 2017. Pursuant to section 88 of the *Act* the tenant is found to have been served the Notice to End Tenancy on September 7, 2017.

The tenant provided undisputed testimony that on September 22, 2017 he served the landlord with his application for dispute resolution by way of Canada Post Registered Mail. A copy of the Canada Post receipts and tracking number were provided to the hearing. Pursuant to sections 89 & 90 of the *Act* the landlord is found to have been served with the tenant's applications for dispute on September 27, 2017, five days after posting.

Issue(s) to be Decided

Can the tenant cancel the landlord's notice to end tenancy?

Background and Evidence

Undisputed testimony provided to the hearing by the tenant explained that this tenancy began in December 2016. Rent was \$525.00 per month, and a security deposit of \$262.50 continues to be held by the landlord.

In September 2017 the landlord served the tenant with a 1 month notice to end tenancy for cause. At the hearing the tenant said that he had resolved the issues with the landlord, and that the landlord had informed him that he was no longer pursuing the matter related to the 1 month notice issued in September 2017.

Analysis

If a tenant files an application to dispute a landlord's 1 Month Notice to end tenancy for Cause, the landlord bears the burden to prove the grounds for the 1 Month Notice. Because the landlord did not attend the hearing and provided no written evidence or submission to the hearing in support of the 1 Month Notice, I find the landlord 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 was successful in cancelling the landlord's 1 Month Notice to End Tenancy and the landlord's 10 Day Notice to End Tenancy. This tenancy shall 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 *Residential Tenancy Act*.

Dated: November 27, 2017

Residential Tenancy Branch