



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding UVHS - 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 landlord's 1 Month Notice to End Tenancy for Cause, dated August 31, 2017 ("1 Month Notice"), pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 11 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 hearing began at 9:30 a.m. with only me present. The tenant called in at 9:32 a.m. citing technical difficulties with the teleconference system access code. The hearing concluded at 9:41 a.m.

The tenant testified that he personally served the landlord's agent at the front desk of the address provided by the landlord on the 1 Month Notice, with his application for dispute resolution hearing package on September 11, 2017. In accordance with section 89 of the *Act*, I find that the landlord was personally served with the tenant's application on September 11, 2017.

The tenant testified that he personally received the landlord's 1 Month Notice on September 2, 2017. The effective move-out date on the notice is September 30, 2017. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice on September 2, 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 2, 2017 and filed his application to dispute it on September 11, 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 August 31, 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 August 31, 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: December 04, 2017

Residential Tenancy Branch