



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FF

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated October 11, 2017, pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The hearing was scheduled to begin at 11:00 a.m. Both parties were present in the hearing when I called into the teleconference late at 11:07 a.m. I thanked both parties for waiting on the line before I called into the conference and apologized for my lateness as another hearing that began at 9:30 a.m. had run over its allotted time. This hearing ended at 11:40 a.m.

At the outset of the hearing, the landlord confirmed that he did not have the required paperwork in front of him during the hearing, including a copy of the 1 Month Notice or the tenancy agreement. I provided the landlord with ample time during the 33-minute hearing in order to go through his paperwork, confirm the documents in front of him and provide evidence regarding this application. However, the landlord was unable to locate the required documents and unable to testify about the 1 Month Notice, for which he had the burden of proof, because he was unprepared.

During the hearing, the landlord confirmed that he wanted to cancel (not withdraw) his 1 Month Notice. The landlord confirmed that he agreed and understood that once the notice was cancelled, the tenancy with the tenants would continue on the terms of the original tenancy agreement and he would not be able to reissue another 1 Month Notice for the same reasons in the future, unless new circumstances arose after the date of

this hearing on December 29, 2017. Accordingly, the tenants' application is allowed and the landlord's 1 Month Notice, dated October 11, 2017, is cancelled and of no force or effect.

The tenants confirmed that they did not want to recover the \$100.00 filing fee paid for this application. I informed them that this portion of their application was dismissed without leave to reapply.

### Conclusion

The tenants' application is allowed. The landlord's 1 Month Notice, dated October 11, 2017, is cancelled and of no force or effect. The landlord is not entitled to an order of possession. This tenancy continues until it is ended in accordance with the *Act*.

The tenants' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: January 02, 2018

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Residential Tenancy Branch