



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The tenant requested:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause (1 Month Notice) pursuant to section 47 of the *Act*.

The tenant attended the hearing while the landlord did not. The tenant was given full opportunity to be heard, to present evidence and to make submissions.

The tenant explained that he received a 1 Month Notice to End Tenancy after it was posted on his door on January 18, 2018. Pursuant to sections 88 & 90 of the *Act*, the tenant is deemed served with this notice on January 21, 2018.

The tenant said he served the landlord, building manager in person with his application for dispute resolution on January 22, 2018. Pursuant to sections 89 & 90 of the *Act*, the landlord is deemed served with this application for dispute on the same day of service, January 22, 2018.

Issue(s) to be Decided

Can the tenant cancel the landlord’s 1 Month Notice?

Background and Evidence

Undisputed testimony provided to the hearing by the tenant explained that this tenancy began in approximately November 2016. The tenant could not precisely say which year the tenancy began but said he thought it was “about two years ago.”

Rent is approximately \$460.00 per month, and a security deposit of roughly \$210.00, paid at the outset of the tenancy continues to be held by the landlord. The tenant said he was unable to provide exact figures because his rent and security deposit are paid

through his disability, so he does not actually handle any of the money related to his tenancy.

The tenant disputed the landlord's 1 Month Notice, saying that all of the issues on the notice were unfounded.

Analysis

Section 47 of the *Act* provides that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the 1 Month Notice. I find that the 1 Month Notice to End Tenancy was served on the tenant on January 21, 2018. The tenant disputed this notice January 22, 2018. The tenant has therefore applied to dispute this notice within the time frame provided by section 47 of the *Act*. Because the landlord did not attend the hearing and provided no explanation of any of the evidence submitted as part of their evidentiary package, 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.

The 1 Month Notice posted on the tenant's door on January 18, 2018 is dismissed. This tenancy shall continue until it is ended in accordance with the *Act*.

Conclusion

The tenant was successful in cancelling the landlord's 1 Month Notice. 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: March 20, 2018

Residential Tenancy Branch