



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes CNC

Introduction

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

- cancellation of a 1 Month Notice to End Tenancy For Cause, pursuant to section 47;

The landlord did not attend this hearing, although I waited until 10:43 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 10:30 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The tenant's advocate testified that she originally sent a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord by registered mail on February 15, 2018. However this package was returned to her due to an inadvertent addressing error by her office. The package was resent by registered mail on March 9, 2018 with the corrected address. The package was received by the landlord on March 14, 2018. Registered mail tracking numbers were provided verbally in the hearing in support of service of both the returned package and the delivered package.

Based on the above evidence, I am satisfied that the landlord was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the landlord.

The tenant's application was filed within the time period required under the Act.

Issues

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

Background and Evidence

The landlord served the tenant with the 1 Month Notice on January 31, 2018.

The tenant filed an application to dispute the Notice on February 13, 2018, which was the first business day following the ten day time limit to file such a dispute.

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Pursuant to section 47(4) of the Act, a tenant may dispute a 1 Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 1 Month Notice.

The landlord did not participate in the hearing and as such has failed to provide sufficient evidence to justify cause to issue the 1 Month Notice. Accordingly, the 1 Month Notice to End Tenancy dated January 31, 2018, is hereby cancelled and of no force or effect.

Conclusion

I allow the tenant's application to cancel the landlord's 1 Month Notice, dated January 31, 2018, which is hereby cancelled and of no force or effect. 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: April 17, 2018

Residential Tenancy Branch