



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes           CNC

### 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 February 25, 2018 ("1 Month Notice"), pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 30 minutes. The two tenants, the tenants' agent and the tenants' English language translator 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 began at 11:00 a.m. with only me present. The tenants, their agent and translator all called in to the hearing late at 11:04 a.m. The hearing ended at 11:30 a.m.

The two tenants provided information to their agent and translator, who both spoke on their behalf at the hearing. The tenants' agent confirmed that she had permission to speak on the tenants' behalf at this hearing. The tenants' agent stated that the tenants did not speak English so they had a translator assist them at the hearing.

The tenants' translator testified that she personally served the landlord with the tenants' application for dispute resolution hearing package on March 6, 2018. In accordance with section 89 of the *Act*, I find that the landlord was served with the tenants' application on March 6, 2018. I note that the landlord submitted a written evidence package in response to the tenants' application, online to the Residential Tenancy Branch and to the tenants.

The tenants' agent confirmed that the tenants personally received the landlord's 1 Month Notice on February 25, 2018. The 1 Month Notice completed by the landlord indicates on the bottom of the form that the landlord personally served it to the tenants on February 25, 2018. The effective move-out date on the notice is March 31, 2018. In accordance with section 88 of the *Act*, I find that both tenants were duly served with the landlord's 1 Month Notice on February 25, 2018.

Issue 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 tenants must file their application for dispute resolution within ten days of receiving the 1 Month Notice. In this case, the tenants received the 1 Month Notice on February 25, 2018 and filed their application to dispute it on March 2, 2018. Accordingly, I find that the tenants' application was filed within the ten day time limit under the *Act*.

Where tenants apply to dispute a 1 Month Notice, the onus is on the landlord to prove, on a balance of probabilities, the ground 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 tenants' agent during the hearing, the landlord's 1 Month Notice, dated February 25, 2018, 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 tenants' application to cancel the landlord's 1 Month Notice. The landlords' 1 Month Notice, dated February 25, 2018, 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: May 15, 2018

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Residential Tenancy Branch