



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 was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on May 30, 2018 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated May 24, 2018 (the "Notice").

The Tenant appeared at the hearing with an advocate. Nobody attended the hearing for the Landlord. The hearing process was explained to the Tenant who did not have questions when asked. The Tenant and advocate provided affirmed testimony.

The Tenant had submitted evidence prior to the hearing. The Landlord had not submitted evidence. I addressed service of the hearing package and Tenant's evidence.

The advocate testified that the hearing package was sent June 1, 2018 by registered mail to the address for service of the Landlord noted on the Notice. The advocate confirmed this is the only address the Tenant has for the Landlord. I note that this is the same address for service of the Landlord noted in the tenancy agreement submitted by the Tenant as evidence.

The advocate had submitted a Canada Post Customer Receipt relating to the hearing package. The Customer Receipt is addressed to the Landlord and indicates the Landlord's postal code. It includes Tracking Number 1. The advocate also submitted the Canada Post Delivery Progress information showing the package was sent June 1, 2018 and delivered June 4, 2018. It also shows the package was signed for although the advocate did not know whose signature was recorded as the signatory name.

The Tenant testified that he delivered the evidence July 5, 2018 personally to the building manager.

Based on the undisputed testimony of the advocate, and the evidence submitted regarding service of the hearing package, I find the hearing package was served on the Landlord in accordance with sections 59(3) and 89(1)(c) of the *Residential Tenancy Act* (the “Act”) as well as rule 3.1 of the Rules of Procedure (the “Rules”).

Based on the undisputed testimony of the Tenant, I find the evidence was served on the Landlord in accordance with section 88(b) of the *Act*. I note that the evidence was not served on the Landlord at least 14 days prior to the hearing as required by rule 3.14 of the Rules. However, this does not change my decision in this matter given the Landlord received the hearing package more than a month before the hearing.

As I was satisfied of service of the hearing package, I proceeded with the hearing in the absence of the Landlord.

Issue to be Decided

1. Should the Notice be cancelled?

Background and Evidence

The Tenant had submitted a written tenancy agreement between the Landlord and Tenant regarding the rental unit. The tenancy started February 16, 2018 and was for a fixed term ending May 31, 2018. The Tenant testified that the tenancy is now a month-to-month tenancy. The agreement is signed on behalf of the Landlord and by the Tenant.

The Notice is addressed to the Tenant and has an effective date of June 30, 2018. It states the grounds for the Notice as:

1. The Tenant has allowed an unreasonable number of occupants in the unit.
2. The Tenant or a person permitted on the property by the Tenant has:
 - a. Significantly interfered with or unreasonably disturbed another occupant or the Landlord;

- b. Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord;
 - c. Put the Landlord's property at significant risk.
- 3. The Tenant or a person permitted on the property by the Tenant has engaged in illegal activity that has, or is likely to:
 - a. Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;
 - b. Jeopardize a lawful right or interest of another occupant or the Landlord.

The Tenant testified that he received the Notice May 24, 2018 and filed the Application May 30, 2018.

The teleconference started at 11:00 a.m. and ended at 11:17 a.m. Nobody appeared for the Landlord during this time.

Analysis

I accept the undisputed testimony of the Tenant and find he received the Notice May 24, 2018 and filed the Application May 30, 2018. The Tenant therefore disputed the Notice within the 10-day time limit set out in section 47(4) of the *Act*.

Pursuant to rule 6.6 of the Rules, a landlord has the onus to prove the grounds for ending the tenancy when a tenant applies to cancel a notice to end tenancy.

Here, the Landlord did not appear at the hearing to provide evidence to prove the grounds for the Notice. In the absence of evidence from the Landlord, the Notice has not been proven. Therefore, the Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue until 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 *Act*.

Dated: July 23, 2018

Residential Tenancy Branch