



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”), and for the recovery of the filing fee paid for this application.

The Tenant and an advocate for the Tenant were present for the duration of the teleconference hearing, while no one called in for the Landlord during the approximately 10 minutes that the phone line remained open. The Tenant was affirmed to be truthful in his testimony.

As the Landlord was not present, service of the Notice of Dispute Resolution Proceeding (the “Notice of Hearing”) was addressed. The Tenant testified that the Notice of Hearing was sent to the Landlord by registered mail and accepted by an agent for the Landlord on June 7, 2018. The registered mail tracking number was provided by the advocate for the Tenant and is included on the front page of this decision.

I accept the testimony of the Tenant and the Tenant’s advocate that the Notice of Hearing documents were served by registered mail in accordance with Section 89 of the *Act*.

### Issues to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

If the One Month Notice is upheld, is the Landlord entitled to an Order of Possession?

Is the Tenant entitled to the recovery of the filing fee paid for this Application for Dispute Resolution?

### Background and Evidence

The Tenant provided undisputed testimony regarding the tenancy. He did not remember the exact month he moved into his current unit, but stated that it was in 2017. Current monthly rent is \$550.00, due on the first day of the month. A security deposit of \$350.00 was paid at the outset of the tenancy.

On or around May 31, 2018, the Tenant was served in person with a One Month Notice. The Tenant applied to dispute the notice on June 4, 2018.

### Analysis

In accordance with Section 47(4), a tenant who receives a One Month Notice has 10 days to file an application to dispute the notice. As the Tenant received the notice on or around May 31, 2018, and applied to dispute it on June 4, 2018, I find that he applied to dispute the notice in the time allowable under the *Act*.

I refer to Rule 6.6 of the *Residential Tenancy Branch Rules of Procedure* which state that when a tenant applies to cancel a notice to end tenancy, the onus is on the landlord to prove that the reasons for the notice are valid.

As the Landlord did not attend the hearing, despite being served with the hearing documents, they were not present to testify to the reasons for ending the tenancy. As such, I find that I cannot prove that the reasons for the One Month Notice dated May 31, 2018 are valid. Therefore, the One Month Notice is cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

As the Tenant was successful in his application to cancel the One Month Notice, I award the recovery of the filing fee paid for this application in the amount of \$100.00, pursuant to Section 72 of the *Act*. The Tenant is entitled to a one-time deduction of \$100.00 from his next monthly rent payment.

### Conclusion

The One Month Notice dated May 31, 2018 is cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

The Tenant is allowed to deduct \$100.00 from his next monthly rent payment as compensation for the recovery of the filing fee paid for this application, pursuant to Section 72 of 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: July 23, 2018

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Residential Tenancy Branch