



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

The landlord did not participate in the conference call hearing, which lasted approximately 10 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant gave sworn testimony that he personally served the landlord with the tenant's application for dispute resolution hearing package ("Application") on June 9, 2018. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's Application on June 9, 2018, the day it was served.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled?

Background and Evidence

The tenant testified that this tenancy began on August 1, 2016 for a fixed term until January 31, 2017 at which time the tenancy continued on a month-to-month basis. Rent in the amount of \$1,000.00 is payable on the first of each month. The tenant remitted \$500.00 for the security deposit at the start of the tenancy. The tenant continues to reside in the rental unit.

The tenant confirmed receipt of the landlord's 1 Month Notice, dated May 31, 2018 by way of posting to the rental unit door. The grounds to end the tenancy cited in that 1 Month Notice were;

- the tenant is repeatedly late paying rent
- the tenant has allowed an unreasonable number of occupants in the unit/site
- the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord

Analysis

Section 47 of the *Act* provides that upon receipt of a 1 Month Notice 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 within time, the landlord bears the burden to prove the grounds for the 1 Month Notice.

The tenant disputed the 1 Month Notice within ten days. Specifically, he received the 1 Month Notice on May 31, 2018 and filed his application on June 8, 2018. Because the landlord did not attend the hearing I find he has failed to satisfy the burden of proof and I therefore allow the tenant's application to cancel the 1 Month Notice.

Conclusion

The tenant's application to cancel the 1 Month Notice is upheld. The 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: July 30, 2018

Residential Tenancy Branch