



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding AVALON HOTEL  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes CNC

#### 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”).

The Tenant and an advocate for the Tenant were present for the teleconference hearing, while no one called in for the Landlord during the approximately 10 minutes that the teleconference line remained open. The Tenant and the advocate were affirmed to be truthful in their testimony and stated that the Notice of Dispute Resolution Proceeding package was sent to the Landlord’s office by registered mail. The registered mail tracking number was provided at the hearing and is included on the front page of this decision.

The registered mail tracking information shows that the package was delivered on November 5, 2018. As such, I find that the Landlord was duly served in accordance with Sections 88 and 89 of the *Act*. The Tenant submitted the One Month Notice into evidence and confirmed that no evidence was received from the Landlord.

#### Issues to be Decided

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

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

#### Background and Evidence

The Tenant provided undisputed testimony regarding the tenancy. The tenancy began approximately two years ago, and current monthly rent is \$440.00. On October 29, 2018 the Tenant was served in person with a One Month Notice.

The One Month Notice was submitted into evidence and states the following as the reasons for ending the tenancy:

- Tenant or a person permitted on the property by the tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord
- Seriously jeopardized the health or safety or lawful right of another occupant or the landlord

The Tenant applied to dispute the One Month Notice on November 2, 2018.

### Analysis

In accordance with Section 47(4) of the *Act*, a tenant has 10 days in which to dispute a One Month Notice. As the Tenant confirmed receipt of the One Month Notice on October 29, 2018 and applied to dispute the notice on November 2, 2018, I find that the Tenant applied within the timeframe provided by the *Act*. As such, the issue before me is to determine whether the reasons for the One Month Notice are valid.

As stated in rule 6.6 of the *Residential Tenancy Branch Rules of Procedure*, when a tenant applies to cancel a notice to end tenancy, the onus is on the landlord to prove, on a balance of probabilities, that the reasons for the notice are valid.

As the Landlord did not call into the hearing during the 10 minutes that the phone line remained open, I am not able to establish that the reasons for the One Month Notice are valid.

Accordingly, I find that the Tenant's application to cancel the One Month Notice dated October 29, 2018 is successful. This tenancy continues until ended in accordance with the *Act*.

### Conclusion

The One Month Notice dated October 29, 2018 is cancelled and of no force or effect. This tenancy continues 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 *Residential Tenancy Act*.

Dated: December 10, 2018

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Residential Tenancy Branch