



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding URBAN VISION HOUSING  
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 a legal advocate for the Tenant were present at the teleconference hearing while no one attended for the Landlord during the 10 minutes that the conference line was left open. The Tenant and advocate were affirmed to be truthful in their testimony and stated that the Notice of Dispute Resolution Proceeding package was sent to the Landlord by registered mail at the service address provided by the Landlord on the One Month Notice.

The advocate provided the registered mail tracking number which is included on the front page of this decision. Entering the tracking number on the Canada Post website confirms that the package was delivered on November 14, 2018. Therefore, I find that the Landlord was duly served in accordance with Sections 88 and 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 to End Tenancy for Cause is upheld, is the Landlord entitled to an Order of Possession?

### Background and Evidence

The Tenant provided undisputed testimony on the tenancy. The tenancy began in February 2018. Current monthly rent is \$800.00 due on the first day of each month. A security deposit of \$375.00 was paid at the outset of the tenancy.

On October 31, 2018 the Tenant stated that he was served in person with the One Month Notice. He applied to dispute the One Month Notice on November 6, 2018. The One Month Notice was submitted into evidence and states the following as the reasons for ending the tenancy:

- Tenant has allowed an unreasonable number of occupants in the unit/site
- 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
  - Put the landlord's property at significant risk
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
  - Damage the landlord's property
  - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant
  - Jeopardize a lawful right or interest of another occupant or the landlord.

The effective end of tenancy date of the One Month Notice was stated as November 30, 2018.

### Analysis

Section 47(4) of the *Act* states that a tenant has 10 days in which to dispute a One Month Notice. As the Tenant received the notice on October 31, 2018 and filed an Application for Dispute Resolution on November 6, 2018, he applied within the timeframe allowable under the *Act*. As such, the issue is whether the reasons for the One Month Notice are valid.

However, as stated in rule 6.6 of the *Residential Tenancy Branch Rules of Procedure*, when a tenant applies to dispute 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.

The Landlord did not attend the hearing during the 10-minute duration, despite being served with the Notice of Dispute Resolution Proceeding package by registered mail. Therefore, in the absence of the Landlord, I cannot establish that the reasons for the One Month Notice are valid. As such, the One Month Notice dated October 31, 2018 is cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

### Conclusion

The One Month Notice dated October 31, 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 14, 2018

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Residential Tenancy Branch