



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled in response to the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47.

The landlord did not participate in the conference call hearing, which lasted approximately 10 minutes. Tenant PW, assisted by a legal advocate attended the hearing, and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Tenant PW confirmed he had authority to speak on behalf of tenant DS, who was not present.

Tenant PW testified that the landlord was personally served with the tenants' application for dispute resolution hearing package ("application") on January 13, 2019. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenants' application on January 13, 2019, the day it was served.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled?

Background and Evidence

Tenant PW testified that this tenancy began on March 1, 2018 on a fixed term until March 1, 2019. Tenant PW testified that rent in the amount of \$600.00 is payable on the first of each month. Tenant PW testified the tenants remitted a security and pet deposit in the total amount of \$500.00 at the start of tenancy, which the landlord still retains in trust. The tenants continue to reside in the rental unit.

Tenant PW acknowledged personal receipt of the landlord's 1 Month Notice on December 30, 2018. The grounds to end the tenancy cited in that 1 Month Notice were;

- the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk
- the tenant has not done required repairs of damage to the unit/site
- non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order

Analysis

Section 46 of the *Act* provides that upon receipt of a notice to end tenancy for cause 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, the landlord bears the burden to prove the grounds for the 1 Month Notice.

The tenants filed an application to dispute the 1 Month Notice, within ten days. The 1 Month Notice was duly served December 30, 2018 which allowed the tenants until January 9, 2019 to file their application. The tenants filed their application on January 8, 2019. Because the landlord did not attend the hearing I find he has failed to satisfy the burden of proof and I therefore allow the tenants' application to cancel the 1 Month Notice.

Conclusion

The tenants' 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: January 29, 2019

Residential Tenancy Branch