



# 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 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 tenant attended the hearing via conference call and provided affirmed testimony. The landlord did not attend or submit any documentary evidence. The tenant confirmed that no documentary evidence was received from the landlord. The tenant stated that the landlord was served with the notice to end tenancy via Canada Post Registered Mail on January 11, 2019. The tenant provided proof of service in a copy of an online search of the Canada Post Website that shows that the package was delivered on January 19, 2019. The tenant also provided undisputed affirmed testimony that the submitted documentary evidence was served to the landlord via regular mail. I accept the tenant's undisputed evidence and find that the landlord was properly served as per sections 88 and 89 of the Act. Although the landlord did not attend, I find that the landlord is deemed served as per section 90 of the Act.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

On January 1, 2019, the landlord served the tenant with the 1 Month Notice dated January 1, 2019 by posting it to the rental unit door. The 1 Month Notice sets out an effective end of tenancy date of February 1, 2019 and that it was being given as:

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

- significantly interfered with or unreasonably disturbed another occupant or the landlord.

The details of cause states:

Multiple disturbance in the last 2 week resulting in police being called. Disturbance early 2019 resulting in door being damaged. Continued loud music disturbing all other tenants in the building. Multiple warnings given.

The tenant argues that the 1 Month Notice dated January 1, 2019 has an effective end of tenancy date of February 1, 2019 and should be corrected to February 28, 2019. The tenant also argues that the no warning letters were given and that each of the police incidents were reported by the tenant himself and the door repairs were made and paid for the by tenant.

### Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met. The landlord did not submit any evidence or appear for this hearing. The landlord did not meet her onus of proof. The tenant's application is granted. The 1 month notice dated January 1, 2019 is set aside and the tenancy shall continue.

### Conclusion

The tenant's application is granted.

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: February 14, 2019

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Residential Tenancy Branch