



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on May 07, 2019 (the “Application”). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated April 24, 2019 (the “Notice”). The Tenant also sought reimbursement for the filing fee.

The Tenant attended the hearing. Nobody attended the hearing for the Landlord. I explained the hearing process to the Tenant who did not have questions when asked. The Tenant provided affirmed testimony.

The Tenant had submitted evidence prior to the hearing. The Landlord had not. I addressed service of the hearing package and Tenant’s evidence.

The Tenant testified that the hearing package was sent to the Landlord by registered mail on May 11, 2019. He testified that the evidence was sent to the Landlord by registered mail on June 11, 2019. He testified that the packages were sent to the Landlord at the address noted on the Notice. The Tenant had submitted customer receipts for these which confirm the Tenant’s testimony. The customer receipts include Tracking Numbers 1 and 2. I looked these up on the Canada Post website which shows the packages were signed for by the Landlord May 21, 2019 and June 13, 2019.

Based on the undisputed testimony of the Tenant, evidence noted above and Canada Post website information, I find the Landlord was served with the hearing package and evidence in accordance with sections 89(1)(c) and 88(c) of the *Residential Tenancy Act* (the “Act”). I find the hearing package was received in sufficient time to allow the Landlord to prepare for, and appear at, the hearing. I acknowledge that the Tenant’s evidence was sent late according to rule 3.14 of the Rules of Procedure (the “Rules”).

However, the Landlord received the hearing package approximately a month prior to the hearing and therefore had sufficient notice of the hearing and could have attended. The late evidence does not affect the outcome of the hearing.

As I was satisfied of service of the hearing package, I proceeded with the hearing in the absence of the Landlord.

### Issues to be Decided

1. Should the Notice be cancelled?
2. Is the Tenant entitled to reimbursement for the filing fee?

### Background and Evidence

The Tenant testified as follows. He had a written tenancy agreement with the previous owner of the rental unit. The Landlord purchased the rental unit in June of 2018. The tenancy started August 01, 1998 and is a month-to-month tenancy. Rent is \$530.00 per month due on the first day of each month.

The Tenant testified that he received the Notice May 01, 2019 by registered mail. He submitted the Canada Post website information showing this.

The teleconference started at 11:00 a.m. and ended at 11:25 a.m. Nobody appeared for the Landlord during this time.

### Analysis

The Notice was issued pursuant to section 47 of the *Act*. Section 47(4) of the *Act* states:

- (4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

The Tenant submitted evidence showing he received the Notice May 01, 2019 and I accept this. The Application was filed May 07, 2019, within the time limit set out in section 47(4) of the *Act*.

Pursuant to rule 6.6 of the Rules, when a tenant disputes a notice to end tenancy, the landlord has the onus to prove the grounds for the notice and that the notice complies with section 52 of the *Act*.

Here, the Landlord did not appear at the hearing to provide evidence to prove the grounds for the Notice or that it complies with section 52 of the *Act*. In the absence of evidence from the Landlord, the Notice has not been proven. Therefore, the Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

Given the Tenant was successful in this application, I award him reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*. Pursuant to section 72(2) of the *Act*, the Tenant can deduct \$100.00 from one future rent payment.

### Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*. The Tenant can deduct \$100.00 from one future rent payment as reimbursement for the filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 20, 2019

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Residential Tenancy Branch