



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GML ENTERPRISES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for an order to cancel a One Month Notice To End Tenancy for Cause pursuant to section 47.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. to enable the landlord to call into this hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant, his advocate and I were the only ones who had called into this teleconference.

The tenant attended the hearing and was assisted by his advocate, MB ("tenant"). The tenant was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant's advocate testified she served the landlord with the Notice of Dispute Resolution Proceedings package by registered mail on November 8, 2019 and provided the tracking number for the mailing. The tracking number is posted on the cover page of this decision. The tenant testified she have a proof of delivery document from Canada Post confirming it was delivered on November 12, 2019. I am satisfied the Notice of Dispute Resolution Proceedings package was served on November 12, 2019 in accordance with sections 89 and 90 of the *Act*.

### Issue(s) to be Decided

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

### Background and Evidence

The tenant gave the following undisputed testimony. The rental unit is located in a single room occupancy hotel (SRO). The tenant moved into the unit approximately 10 years ago and has been paying rent in the amount of \$700.00 monthly. At the commencement of the tenancy, the landlord collected a \$350.00 security deposit which the landlord continues to hold.

On November 4, 2019, the tenant received the landlord's One Month Notice To End Tenancy for Cause ("Notice") when it was posted to his door. The tenant disputes the notation on the bottom of the Notice which indicates the Notice was delivered personally to the tenant on October 31, 2019.

The effective date on the Notice is November 30, 2019 and the reasons for ending the tenancy noted on the back of the document is left as unchecked. Under details of cause, the landlord has put the following statement:

*The tenant is refusing landlord access to work on deficiencies in unit as required by the city inspection order, placing the landlord in default with the city of [withheld for privacy] property use inspection department, which may jeopardize the property for the entire building and place 36 tenants in jeopardy of their housing.*

The tenant testified that the person who came to repair a leaking skylight was unqualified to perform the repairs and that the landlord was trying to do the repairs in a manner that would lead to water damage and mold. The tenant also pointed out that the Notice given to the tenant was deficient in that the reason for ending the tenancy was left incomplete.

### Analysis

Based on the undisputed testimony of the tenant, I find he was served with the One Month Notice To End Tenancy for Cause on November 4, 2019 and filed an application to dispute it on November 6, 2019.

Section 47 of the *Act* provides that upon receipt of a Notice to End Tenancy for Cause, the tenant may, within ten days, dispute it by filing an application for dispute resolution with the Residential Tenancy Branch. I find the tenant filed to dispute the Notice within the ten days as required by section 47.

If the tenant files the application, **the landlord bears the burden to prove on a balance of probabilities, the validity of the grounds for issuing the Notice** and that the Notice is on the approved form; pursuant to 52 of the *Act* and Rule 6.6 of the Residential Tenancy Branch Rules of Procedure.

Rule 7.3 of the Rules of Procedure provides that if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application with or without leave to re-apply. Rule 7.4 states that evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any testimony or evidence from the landlord, who bears the burden of proof in this matter, I find the landlord has failed to prove the grounds for issuing the Notice to End Tenancy. The tenant's application is successful and the landlord's Notice to End Tenancy signed on October 31, 2019 is cancelled and of no further force or effect.

#### Conclusion

The landlord's Notice to End Tenancy signed on October 31, 2019 is cancelled and of no further force or effect.

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 20, 2019

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Residential Tenancy Branch