



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on February 03, 2020 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated January 27, 2020 (the "Notice"). The Tenant also sought an order that the Landlord comply with the Act, regulation and/or the tenancy agreement.

The Tenant attended the hearing. Nobody attended the hearing for the Landlord. The hearing lasted 20 minutes. I explained the hearing process to the Tenant who did not have questions when asked. The Tenant provided affirmed testimony.

Pursuant to rule 2.3 of the Rules of Procedure (the "Rules"), I told the Tenant at the outset that I would deal with the dispute of the Notice but not the request for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement as this is not sufficiently related to the dispute of the Notice. This request is dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the "Act").

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

The Tenant testified that she sent a letter to the Landlord about repairs. I did not hear on this further as it does not relate to the Notice.

The Tenant testified that the hearing package was sent to the Landlord by registered mail at the Landlord's address on the written tenancy agreement. The Tenant confirmed the registered mail receipt in evidence relates to this. The receipt includes Tracking Number 1. I looked this up on the Canada Post website which shows the

package was sent February 06, 2020 and delivered and signed for by the Landlord February 11, 2020.

The Tenant testified that she sent her evidence to the Landlord by email.

Based on the undisputed testimony of the Tenant, receipt and Canada Post website information, I am satisfied the Landlord was served with the hearing package in accordance with section 89(1)(c) of the *Act*. Based on the Canada Post website information, I am satisfied the Landlord received the package February 11, 2020. I am satisfied the hearing package was received in sufficient time to allow the Landlord to prepare for, and appear at, the hearing.

I do not find it necessary to decide whether the Landlord was sufficiently served with the Tenant's evidence. The only evidence I have considered in this decision is the Notice and written tenancy agreement. The Landlord would have been aware of both of these documents regardless of service as the Landlord issued the Notice and signed the written tenancy agreement.

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

Issue to be Decided

1. Should the Notice be cancelled?

Background and Evidence

The Tenant submitted a written tenancy agreement. It is between the Landlord, a co-landlord and the Tenant in relation to the rental unit. The tenancy started July 01, 2018 and is a month-to-month tenancy. The Tenant testified that rent is currently \$615.00 per month. Rent is due on the first day of each month. The agreement is signed by the Landlord, co-landlord and Tenant.

The Tenant submitted the Notice. It is dated January 27, 2020 with an effective date of March 31, 2020. The grounds for the Notice are that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.

The Tenant testified that she received the Notice February 02, 2020.

The teleconference started at 9:30 a.m. and ended at 9:50 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.

I am satisfied based on the undisputed testimony of the Tenant that she received the Notice February 02, 2020. The Application was filed February 03, 2020, 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.

Here, the Landlord did not appear at the hearing to provide evidence to prove the grounds for the Notice. 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*.

Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue 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 *Act*.

Dated: April 07, 2020

Residential Tenancy Branch