



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFT, CNC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on March 06, 2020 (the “Application”). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated February 25, 2020 (the “Notice”) and for 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 provided the correct spelling of his name and this is reflected in the style of cause.

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 the hearing package and evidence were given in person to an agent for the Landlord. The Tenant testified that the person works in the office and is who he pays rent to. The Tenant testified that he told the person what the documents were, and the person acknowledged having been served on behalf of the Landlord. The Tenant testified that he served the package in March and thought it was around March 20, 2020.

Based on the undisputed testimony of the Tenant, I am satisfied the Landlord was served with the hearing package and evidence in accordance with sections 88(b) and 89(1)(b) of the *Residential Tenancy Act* (the “Act”). Based on the undisputed testimony of the Tenant, I am satisfied the Landlord was served in March around March 20, 2020. I find the Landlord was served in time to prepare for, and appear at, the hearing.

As I was satisfied of service, 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 confirmed he has a tenancy agreement in relation to the rental unit that started around 13 years ago. The Tenant testified that it is a month-to-month tenancy. The Tenant testified that rent is \$864.85 per month due on the first day of each month.

I did ask the Tenant about the name of the Landlord as it sounded from what the Tenant was saying like the landlord is a company. However, the Tenant got the Notice in front of him and confirmed that the landlord name on the Notice is E.N., the Landlord.

Neither party submitted a copy of the Notice and therefore I did not have it in front of me. The Tenant confirmed the Notice is dated February 25, 2020 and is based on repeated late payment of rent. The Tenant testified that he received the Notice February 25, 2020.

The teleconference started at 11:00 a.m. and ended at 11:18 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 he received the Notice February 25, 2020. The Application was filed March 06, 2020, within the time limit set out in section 47(4) of the *Act*.

Pursuant to rule 6.6 of the Rules of Procedure, 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*.

Given the Tenant was successful in the 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: May 01, 2020

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Residential Tenancy Branch