



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COWICHAN LAKE SENIOR CITIZENS
HOUSING and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel 1 Month Notice to End Tenancy for Cause, (the “Notice”) issued on July 18, 2020.

The tenant attended the hearing. As the landlords did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondents must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on July 31, 2020.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the landlords have been duly served in accordance with the Act.

Further, I am satisfied that the landlords are aware of this date as they provided 48 pages of evidence, which in those documents, they acknowledged that they received the tenant’s dispute resolution package.

I have also amended the style of cause to include the proper name of the landlord CLSCHS. I do not find this prejudicial to the respondents, as the person JP named in the application is a chair member of the board and was acting as an agent of the landlord throughout the tenancy.

The tenant appeared gave testimony and were provided the opportunity to present their evidence orally and in written, documentary form, and make submissions at the hearing.

Issue to be Decided

Should the Notice issued be cancelled?

Background and Evidence

The Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on August 31, 2020.

The reason stated in the Notice was 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;
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- put the landlord's property at significant risk; and
- has caused extraordinary damage to the unit or property.

The tenant denies the reason stated in the Notice.

Analysis

Based on the above, the testimony and evidence, an on a balance of probabilities, I find as follows:

In a case where a tenant has applied to cancel a Notice, Rule 11.1 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

This matter was set for hearing by telephone conference call at 9:30 A.M. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the tenant.

Since the landlord did not attend the hearing by 9:40 A.M to present any evidence or submission in support of the Notice, and the burden is on the landlord to prove the Notice was issued for the reasons stated. I find that the landlord has failed to show cause to end the tenancy.

Therefore, I grant the tenant's application to cancel the Notice issued on July 18, 2020, and the Notice has no force or effect. The tenancy will continue until legally ended in accordance with the Act.

As the tenant was successful with their application, the tenant is entitled to recover the filing fee from the landlords. Therefore, I authorize the tenant to a onetime rent deduct of \$100.00 from a future month rent payable to the landlord to satisfy this award.

Conclusion

The tenant's application to cancel the Notice is granted. The tenancy will continue until legally ended in accordance with the Act.

The tenant is authorized a onetime rent reduction of \$100.00 from a further month rent payable to the landlord to recover the cost of the filing fee from the landlord.

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: August 31, 2020

Residential Tenancy Branch