



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenants filed an Application for Dispute Resolution (the “Application”) on July 24, 2020 seeking an order to cancel the One Month Notice to End Tenancy (the “One Month Notice”) for Cause. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on August 28 and September 17, 2020. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

The tenant who attended on August 28, 2020 set out how they served the notice of this hearing to the landlord via registered mail. This included their prepared documents they intended to rely on for this hearing. In the August 28, 2020 hearing the landlord and their advocates stated they received the package.

Based on the submissions of the tenant, I accept they served the notice of this hearing in a manner complying with section 89(1)(c) of the *Act*.

The matter was adjourned as per my Interim Decision on August 28, 2020. This allowed the tenants a proper amount of time to review the material prepared by the landlord. I allowed no further submissions by either party in the interim period before this reconvened hearing on September 17, 2020.

One of the tenants and their representative attended the reconvened hearing, and they were provided the opportunity to present oral testimony and make submissions during the hearing. The landlord did not attend the reconvened telephone conference call hearing.

The hearing thus proceeded in the landlord’s absence.

### Issue(s) to be Decided

Are the tenants entitled to an order to cancel the One Month Notice pursuant to section 47 of the *Act*?

If the tenants are unsuccessful in seeking to cancel the One Month Notice, is the landlord entitled to an order of possession pursuant to section 55 of the *Act*?

### Background and Evidence

I have reviewed all evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

I am satisfied that a tenancy agreement existed between the tenants and the landlord. One of the tenants and their representative reviewed the details of the agreement in the hearing.

The landlord issued the One Month Notice on July 16, 2020. The reasons they listed: an unreasonable number of people on the property; a significant risk to the landlord's property; damage, affected quiet enjoyment and lawful rights; and extraordinary damage caused.

The tenant and their representative presented that there was a conflict-of-interest situation that they summarized with reference to the landlord's evidence and an advocate that attended the initial hearing on August 28, 2020.

Though the landlord provided documentary evidence for this hearing, they did not attend the reconvened hearing to provide oral testimony.

### Analysis

Section 47(1) of the *Act* provides that a landlord may end a tenancy by giving a One Month Notice for reasons listed therein. When a landlord issues a One Month Notice and the tenant files an application to dispute the matter, the landlord bears the burden of proving they have grounds to end the tenancy and must provide sufficient evidence to prove the reason to end the tenancy.

In this case, the One Month Notice was issued pursuant to section 47(1), and I accept the tenant's undisputed evidence that they received this document on July 16, 2020. Their Application was filed on July 24, 2020. I find that they have disputed the Notice within the timeframe required under the *Act*.

The landlord did not attend to provide testimony to support the reason listed in the One Month Notice. Further, the tenant has presented evidence that casts doubt on the validity of the information set forth in the landlord's prepared evidence. For these reasons, I order the One Month Notice to be cancelled. The tenancy continues until it may otherwise legally end under the *Act*.

### Conclusion

For the reasons above, I order the One Month Notice issued on July 16, 2020 is cancelled and the tenancy remains in full force and 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 *Act*.

Dated: September 17, 2020

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Residential Tenancy Branch