



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing with the assistance of his advocate and provided undisputed testimony. The landlord did not attend or submit any documentary evidence. The tenant stated that the landlord was served with the notice of hearing package via Canada Post Registered Mail on August 14, 2020. The tenant stated that he has a deliver report from the Canada Post website which confirms that the package was delivered on August 17, 2020. The tenant also stated that the submitted documentary evidence was served to the landlord on September 4, 2020 via regular post.

I accept the undisputed testimony of tenant and find that the landlord was properly served as per sections 88 and 89 of the Act. Despite not attending the conference call hearing, the landlord is deemed served as per section 90 of the Act.

During the hearing the tenant provided testimony that the application for recovery of the filing fee was given a successful waiver of the fee. On this basis, the tenant's application for recovery of the filing fee is dismissed.

This matter was set for a conference call hearing at 9:30 a.m. on this date. The landlord failed to attend the hearing by way of conference call. I waited until 12 minutes past the

start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing. 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 I was the only person who had called into this teleconference.

Rule 7 of the Rules of Procedure provides that:

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.2 Delay in the start of a hearing

In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.

In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.

7.3 Consequences of not attending the hearing

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.

7.4 Evidence must be presented

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 the hearing to present evidence, any written submissions supplied may or may not be considered.

The tenant confirmed that he was served with the 1 month notice dated August 1, 2020 in person on August 1, 2020. The 1 Month Notice sets out an effective end of tenancy date of December 24, 2015 and that it was being given as:

- the tenant is repeatedly late paying rent;
- the tenant has allowed an unreasonable number of occupants in the unit;
- the tenant or 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; or
- the tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property;
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
 - Jeopardize a lawful right or interest of another occupant or the landlord.
- the tenant has caused extraordinary damage to the unit.

- the tenant has not done required repairs of damage to the unit/site.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- the tenant has assigned or sublet the rental unit/site without the landlord's written consent.
- the tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park.

Accordingly, in the absence of any evidence or submissions from the landlord and in the absence of the landlord's participation in this hearing, I order the application to cancel the 1 month notice dated August 1, 2020 is granted. The tenancy shall continue. I make no findings on the merits of the matter.

Conclusion

The tenant's application is granted.

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: September 21, 2020

Residential Tenancy Branch