



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding URBAN VISION HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for an order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55.

The tenant attended the hearing, calling in approximately 4 minutes after 11. The hearing was set to commence at 11:00 a.m. The landlord did not attend the hearing. The tenant testified he served the landlord with the Notice of Dispute Resolution Proceedings on August 28, 2020 by personally giving it to "P", another resident of the building who he gives rent to and has keys to all the units. The tenant testified this person is the building manager and an agent of the landlord, although "P" is not listed as the landlord's representative in his Application for Dispute Resolution and the tenant does not know "P"s surname.

The tenant testified that "P" gave the Notice of Dispute Resolution Proceedings to "S", the property owner who spoke with the tenant prior to the hearing and advised the tenant that she would not be attending the hearing to challenge the dispute. Based on the testimony of the tenant, I am satisfied the landlord was served with the Notice of Dispute Resolution Proceedings when the tenant personally delivered it to the agent, "P" on August 28, 2020 in accordance with sections 89 and 90 of the Act.

This hearing was conducted in the absence of the landlord.

Preliminary Issue

The tenant advised that he made a typographical error in the building address listed in his Application for Dispute Resolution and asked to have the disputed address amended. I made this change in accordance with section 64(3) of the Act. The corrected address is reflected on the cover page of this decision.

Issue(s) to be Decided

Should the One Month Notice To End Tenancy for Cause be upheld or cancelled?

Background and Evidence

The tenant gave the following undisputed testimony. Prior to the hearing, "S" advised the tenant that she would not be attending the hearing and that since the tenant has paid rent for the month of October, she is satisfied with that. "S" will not be pursuing the notice to end tenancy, according to the tenant.

In his Application for Dispute Resolution, the tenant states that the One Month Notice To End Tenancy for Cause was served to him personally on August 24, 2020. He filed his application to dispute the notice the following day, on August 25, 2020.

Analysis

Section 47 of the Act provides that upon receipt of a One Month Notice To End Tenancy for Cause, the tenant may, within ten days, dispute it by filing an Application for Dispute Resolution with the Residential Tenancy Branch. I find the tenant filed to dispute the notice within the ten days as required by section 47. If the tenant files the application, the landlord bears the burden to prove on a balance of probabilities, the validity of the grounds for issuing the One Month Notice To End Tenancy for Cause pursuant to 52 of the *Act* and Rule 6.6 of the Residential Tenancy Branch Rules of Procedure.

Rule 7.3 of the Rules of Procedure provides that 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. Rule 7.4 states that 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 to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any testimony or evidence from the landlord, who bears the burden of proof in this matter, I find the landlord has failed to prove the grounds for issuing the Notice to End Tenancy.

The tenant's application is successful and the landlord's Notice to End Tenancy signed on July 23, 2020 is cancelled and of no further force or effect.

Conclusion

The notice to end tenancy is cancelled and of no further force or 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 *Residential Tenancy Act*.

Dated: October 08, 2020

Residential Tenancy Branch