



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT

### Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated August 25, 2020 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord did not attend this hearing, which lasted approximately 11 minutes. The two tenants, male tenant ("tenant") and "female tenant" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant testified that he personally served the landlord with the tenants' application for dispute resolution hearing package on September 13, 2020. In accordance with section 89 of the Act, I find that the landlord was personally served with the tenants' application on September 13, 2020.

The female tenant confirmed that the tenants received the landlord's 1 Month Notice on September 1, 2020, by way of regular mail. The tenants stated that the effective move-out date on the notice is September 30, 2020. In accordance with sections 88 and 90 of the Act, I find that the tenants were duly served with the landlord's 1 Month Notice on September 1, 2020.

### Issues to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Are the tenants entitled to recover the filing fee for this application?

### Analysis

In accordance with section 47(4) of the *Act*, the tenants must file their application for dispute resolution within ten days of receiving the 1 Month Notice. In this case, the tenants received the 1 Month Notice on September 1, 2020 and filed their application to dispute it on September 2, 2020. Accordingly, I find that the tenants' application was filed within the ten-day time limit under the *Act*.

Where tenants apply to dispute a 1 Month Notice, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the 1 Month Notice is based. The landlord did not appear at this hearing. The landlord did not meet its onus of proof.

Therefore, as advised to the tenants during the hearing, the landlord's 1 Month Notice, dated August 25, 2020, is cancelled and of no force or effect. The landlord is not entitled to an order of possession under section 55 of the *Act*. This tenancy will continue until it is ended in accordance with the *Act*.

As the tenants were successful in this application, I find that they are entitled to recover the \$100.00 filing fee from the landlord.

### Conclusion

The tenants' application to cancel the landlord's 1 Month Notice is allowed. The landlord's 1 Month Notice, dated August 25, 2020, is cancelled and of no force or effect. The landlord is not entitled to an order of possession. This tenancy continues until it is ended in accordance with the *Act*.

I order the tenants to deduct \$100.00 on a one-time basis, from their future monthly rent owed to the landlord for this rental unit and this tenancy, in full satisfaction of the monetary award 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 *Residential Tenancy Act*.

Dated: October 16, 2020

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Residential Tenancy Branch