



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC

### Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated September 10, 2020 ("1 Month Notice"), pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

The landlord did not attend this hearing, which lasted approximately 27 minutes. The tenant and her boyfriend witness 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's witness was excluded from the outset of the hearing and did not return to the hearing to testify.

This hearing began at 9:30 a.m. with only me present. The tenant called in late at 9:33 a.m. The hearing ended at 9:57 a.m.

The tenant testified that she personally served the landlord with the tenant's application for dispute resolution hearing package on September 27, 2020. In accordance with section 89 of the *Act*, I find that the landlord was personally served with the tenant's application on September 27, 2020.

The tenant confirmed that she received the landlord's 1 Month Notice on September 14, 2020, by way of posting to her rental unit door. The tenant stated that the effective move-out date on the notice is October 31, 2020. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice on September 14, 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?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement?

### Analysis

In accordance with section 47(4) of the *Act*, the tenant must file her application for dispute resolution within ten days of receiving the 1 Month Notice. In this case, the tenant received the 1 Month Notice on September 14, 2020 and filed her application to dispute it on September 23, 2020. Accordingly, I find that the tenant's application was filed within the ten-day time limit under the *Act*.

Where a tenant applies 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 her onus of proof.

Therefore, the landlord's 1 Month Notice, dated September 10, 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*.

I order the landlord to comply with section 29 of the *Act*, to provide proper notice to the tenant, prior to entering the tenant's rental unit. The tenant stated that the landlord entered her rental unit without notice or permission.

### Conclusion

The tenant's application to cancel the landlord's 1 Month Notice is allowed. The landlord's 1 Month Notice, dated September 10, 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 landlord to comply with section 29 of the *Act*, to provide proper notice to the tenant, prior to entering the tenant's rental unit.

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: November 23, 2020

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Residential Tenancy Branch