



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a One Month Notice to End Tenancy for Cause ("1 Month Notice"). The tenant appeared at the hearing; however, there was no appearance on part of the landlord.

Since the landlord did not appear, I explored service of the proceeding package upon the landlord. The tenant testified that he served the proceeding package to the resident building manager along with his rent payment as the landlord named on the 1 Month Notice had not provided a service address on the 1 Month Notice. The 1 Month Notice provided as evidence by the tenant does not include a service address for the landlord. The tenant testified that he ordinarily pays his rent by giving it to the building manager. I was satisfied the tenant served the landlord's agent in the absence of a service address for the landlord named on the 1 Month Notice and I deemed the landlord sufficiently served. Accordingly, I continued to hear this matter without the landlord present.

Issue(s) to be Decided

1. Should the 1 Month Notice be upheld or cancelled?
2. Award of the filing fee.

Background and Evidence

The tenant testified that he has been residing at the property since 2013 and he has not been provided any documentation from the landlord to demonstrate his unit is illegal or that the tenancy must be ended to comply with a government order. Rather, he had received a letter indicating the property was going to be re-developed in the future.

On October 18, 2020 the tenant found a One Month Notice to End Tenancy for Cause ("1 Month Notice") taped to his door. The 1 Month Notice indicates the landlord is ending the tenancy because the: "rental unit must be vacated to comply with a government order".

Analysis

Where a notice to end tenancy comes under dispute, the landlord bears the burden to prove the tenant was served with a valid and enforceable notice to end tenancy and the tenancy should end for the reason(s) indicated on the notice.

In this case, the 1 month Notice served upon the tenant is in the approved form; however, it devoid of a service address for the landlord. As such, I find the 1 Month Notice was not duly completed.

Also, the landlord did not appear for the hearing or otherwise present evidence to demonstrate a government order has been issued requiring the rental unit to be vacated.

In light of the above, I find the landlord has failed to meet his burden of proof and I cancel the 1 Month Notice dated October 18, 2020. Accordingly, the tenancy continues at this time.

I award the tenant recovery of the \$100.00 filing fee he paid for this Application for Dispute Resolution. I provide the tenant with a Monetary Order in the amount of \$100.00 and I authorize the tenant to deduct \$100.00 from a subsequent month's rent to satisfy the Monetary Order.

Conclusion

The 1 Month Notice dated October 18, 2020 is cancelled and the tenancy continues at this time.

The tenant is provided a Monetary Order in the amount of \$100.00 to recover the filing fee paid for this Application for Dispute Resolution. The tenant is authorized to deduct \$100.00 from a subsequent month's rent to satisfy the Monetary Order.

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: January 19, 2021

Residential Tenancy Branch