



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prospero International Realty Inc. and
[tenant name suppressed to protect privacy]

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; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:16 a.m. in order to enable the landlord to call into this teleconference hearing scheduled for 11:00 a.m. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the tenant and I were the only ones who had called into this teleconference.

As the tenant confirmed that they received the 10 Day Notice placed in their mail slot by the landlord on December 2, 2020, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. The tenant gave undisputed sworn testimony that they handed a copy of their dispute resolution hearing package to the landlord's representative on December 14, 2020. Based on this testimony, I find that the landlord was duly served with this package in accordance with section 89 of the *Act* on that date

Issues(s) 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 recover the filing fee for this application from the landlord?

Background and Evidence

The tenant testified that the landlord had indicated to them that they were no longer proceeding with the 1 Month Notice because the parties had entered into an agreement to allow the tenant to relocate to another rental unit within the same building.

Analysis

Section 47 of the *Act* contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Pursuant to section 47(4) of the *Act*, a tenant may dispute a 1 Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. If the tenant makes such an application, as was the case with this application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 1 Month Notice.

Since the landlord did not attend this hearing and the tenant has relocated to another rental unit, I allow the tenant's application to set aside the landlord's 1 Month Notice. As the tenant was successful in having the 1 Month Notice set aside, I also allow the tenant's undisputed application to recover the \$100.00 filing fee from the landlord.

Conclusion

I allow the tenant's application to set aside the 1 Month Notice.

I allow the tenant's application to recover their \$100.00 filing fee from the landlord. As the tenant continues to pay rent to the landlord, I order the tenant to reduce their monthly rent by \$100.00 in a future month in order to implement this monetary award of \$100.00.

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: March 02, 2021

Residential Tenancy Branch