



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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.

The tenant attended the hearing via conference call and provided affirmed testimony.

The landlord attended the hearing late via conference call at 13 minutes past the start of the scheduled hearing time and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenant served the notice of hearing package to the landlord via Canada Post Registered Mail on February 2, 2021. Both parties confirmed the tenant served the landlord with the submitted documentary evidence via Canada Post Registered Mail on April 16, 2021. The landlord confirmed that no documentary evidence was submitted by the landlord. Neither party raised any service issues.

I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord served the tenant with the 1 Month Notice dated January 11, 2021. The 1 Month Notice sets out an effective end of tenancy date of February 28, 2021 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk.

The details of cause states:

See Attached Addendum
[reproduced as written]

The landlord stated that the primary issue is that the tenant has not been maintaining the rental unit in a satisfactory condition.

The landlord was asked to provide further details as referenced above from the notice to end tenancy. The landlord was unable to provide any further details. The landlord stated that he was not prepared to provide any details concerning the 1 month notice.

The tenant disputed the landlord's issues stating that she has been having a service in providing cleaning services for the last year and that there are no issues. The tenant stated that the landlord has not been onsite to inspect the rental unit for over a year.

Neither party could provide any evidence as to when the 1 month notice was served.

Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

In this case, I accept the affirmed testimony of both parties and find that the landlord did serve the 1 month notice, but neither party was able to provide a date.

I find based upon the lack of submissions by the landlord that the landlord has failed to provide sufficient evidence to establish a claim for their reasons for cause. On this basis, the tenant's application is granted. The 1 month notice dated January 11, 2021 is set aside and the tenancy shall continue.

Conclusion

The tenant's application to cancel the 1 month notice is granted.

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: May 03, 2021

Residential Tenancy Branch