



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the “Act”), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Tenants applied for:

- an order to cancel two One Month Notices to End Tenancy for cause, pursuant to sections 47; and
- an order to recover the filing fee.

The Landlord did not attend the hearing. The Tenants were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The Tenants stated they served their Notice of Dispute Resolution Proceeding (NDRP) and evidence on the Landlord in person, on July 22, 2021. I find the Tenants served the NDRP and evidence on the Landlord in accordance with section 89 of the Act.

### Preliminary Matter

At the beginning of the hearing, the Tenants stated that on July 22, 2021, the Landlord indicated they wanted to withdraw the eviction notice.

### Issues to be Decided

Are the Tenants entitled to an order to cancel either or both of the One Month Notices for Cause?

Are the Tenants entitled to the filing fee?

### Background and Evidence

The Tenants submitted as evidence two One Month Notices for Cause: one dated June 27, 2021 and one dated June 29, 2021. The notices both indicate that the tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

### Analysis

As both notices to end tenancy gave the same reason for ending the tenancy, and, in accordance with section 53 of the Act, the corrected effective date on both notices would be June 31, 2021, in this hearing they were dealt with together.

Section 47 allows a landlord to end a tenancy for cause. When a tenant applies in accordance with the Act to dispute a notice to end tenancy, a hearing is held, and the onus is on the landlord to prove the cause of the notice.

As the Landlord did not attend the hearing to prove the ground(s) on which the notices were issued, I cancel both the One Month Notice dated June 27, 2021, and the One Month Notice dated June 29, 2021, and find that the tenancy will continue until it is ended in accordance with the Act.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenants are successful in their application, I order the Landlord to pay the \$100.00 filing fee the Tenants paid to apply for dispute resolution.

Pursuant to section 72(2)(a) of the Act, the Tenants are authorized to make a one-time deduction of \$100.00 from a future rent payment in satisfaction of the above-noted award.

Conclusion

The Tenants' application is granted.

The two One Month Notices are cancelled.

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 01, 2021

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Residential Tenancy Branch