



# Dispute Resolution Services

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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* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated April 25, 2022 ("1 Month Notice"), pursuant to section 47.

The landlord did not attend this hearing, which lasted approximately 12 minutes. The tenant's advocate attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The hearing began at 9:30 a.m. and ended at 9:42 a.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant's advocate and I were the only people who called into this teleconference.

The tenant's advocate provided the names and spelling for her, the tenant, and the landlord. She confirmed the rental unit address. She provided her email address and the landlord's email address for me to send a copy of this decision to both parties after the hearing.

The tenant's advocate stated that she had permission to represent the tenant at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recording of this hearing by any party. At the outset of this hearing, the tenant's advocate affirmed, under oath, that she would not record this hearing.

I explained the hearing process to the tenant's advocate. She had an opportunity to ask questions, which I answered. She did not make any adjournment or accommodation requests.

The tenant's advocate stated that the landlord was served with the tenant's application for dispute resolution hearing package on May 11, 2022, by way of registered mail. The notice of dispute resolution proceeding is dated May 10, 2022. She said the mail was sent to a PO Box address provided by the landlord in a text message to her, for payment of rent supplements for the tenant. She confirmed the landlord's address during this hearing, and it is contained on the tenant's application. The tenant provided a Canada Post receipt and the tenant's advocate confirmed the tracking number verbally during this hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the tenant's application on May 16, 2022, five days after its registered mailing.

The tenant's advocate confirmed that the tenant received the landlord's 1 Month Notice on April 25, 2022, by way of posting to her rental unit door. The landlord indicated the same service method on page 3 of the 1 Month Notice. The tenant's advocate stated that the effective move-out date on the notice is May 31, 2022. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice on April 25, 2022.

### Issues to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

### 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 April 25, 2022, and filed her application to dispute it on April 28, 2022, as confirmed by the tenant's advocate during this hearing. 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 his onus of proof.

I also note that the landlord included the tenant's nickname, rather than her legal first name, on page 1 of the 1 Month Notice. The landlord did not sign the notice at the bottom of page 1. The landlord indicated the wrong rental unit address at the bottom of page 1 of the notice. The tenant's advocate confirmed all of the above information during this hearing. For the above reasons, I find that the landlord's 1 Month Notice does not comply with section 52 of the *Act*.

Accordingly, the landlord's 1 Month Notice, dated April 25, 2022, is cancelled and of no force or effect. The landlord is not entitled to an order of possession, pursuant to section 55 of the *Act*. This tenancy will continue until it is ended in accordance with the *Act*.

I informed the tenant's advocate of my decision verbally during this hearing. She confirmed her understanding of same.

### Conclusion

The tenant's application to cancel the landlord's 1 Month Notice is granted.

The landlord's 1 Month Notice, dated April 25, 2022, 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*.

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: August 29, 2022

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Residential Tenancy Branch