



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for an order cancelling the One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord.

The tenant and her two advocates attended the hearing; however, no one for the landlord attended or provided written evidence prior to the hearing.

As the landlord was not present, service of the tenant's Application for Dispute Resolution, evidence, and Notice of Hearing (application package) was considered.

The advocate who filed the application on the tenant's behalf said that she served their application package to the landlord by registered mail on June 30, 2022. The tenant submitted copies of the registered mail receipt and tracking number.

Based on this submission, I find the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Act. The hearing proceeded in the landlord's absence.

The parties for the tenant were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, only the evidence relevant to the issue and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the landlord's 1 Month Notice?

Background and Evidence

The tenant said the tenancy began on or about June 1, 2014, for a monthly rent of \$900. Filed in evidence was a copy of the written tenancy agreement.

The tenant submitted that the landlord served the 1 Month Notice by attaching it to the tenant's door on June 9, 2022. The move-out date listed on the 1 Month Notice was July 15, 2022. Filed in evidence was a copy of the 1 Month Notice.

The tenant's application was filed and completed on June 16, 2022.

The 1 Month Notice listed the reason 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.

The tenant denied the allegations listed in the details of the cause section of the Notice, saying she was out of town during this time.

Analysis

In a case where a tenant has applied to cancel a Notice to end a tenancy, Rule 7.18 states the landlord has the onus of proof. In this case, the landlord must provide sufficient evidence to support the Notice issued to the tenant.

In this case, the 1 Month Notice was issued pursuant to section 47(1)(d)(i), and I find that the tenant disputed the 1 Month Notice within the timeframe required under the Act.

In the absence of, or any evidence from, the landlord to support the reason listed on the notice to end tenancy, I find that it must be cancelled.

As a result of the above, I therefore **ORDER** that the 1 Month Notice dated June 9, 2022, is **cancelled**, and has no force or effect.

I **ORDER** the tenancy continues until it may otherwise legally end in accordance with the Act.

Conclusion

The tenant's application seeking cancellation of the landlord's 1 Month Notice is granted as I have ordered the 1 Month Notice of June 9, 2022, is cancelled and of no force or effect.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: November 01, 2022

Residential Tenancy Branch