



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding V.A.F.C.S.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MT, RP, LRE, LAT

### 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 ("1 Month Notice"), pursuant to section 47;
- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;

The landlord did not attend this hearing, which lasted approximately 10 minutes. The tenant 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 11:00 a.m. and ended at 11:10 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 and I were the only people who called into this teleconference.

The tenant stated that the landlord was served with the tenant's application for dispute resolution hearing package on November 16, 2022, by way of personal service. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application on November 16, 2022.

### Preliminary Issue – More time to file application

The tenant confirmed that she received the landlord's 1 Month Notice dated October 13th, 2022, on October 15, 2022. The tenant filed an application to dispute the notice on October 25, 2022; ten days after receiving the notice. The tenant has complied with section 47(4) of the Act, by filing this application within ten days and therefore does not require an extension. The hearing proceeded and completed on this date.

### Issues to be Decided

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

Should an order be made to have the landlord conduct repairs in the unit\suite?

Is an order required suspending or setting limits on the landlords right to enter the suite?

Should an order be made allowing access to the tenant or her guests?

### Background and Evidence

The tenant testified that her tenancy began in February 2017 or 2018. Her current monthly rent is \$375.00. The tenant testified that the landlord has already advised her that he won't be pursuing the notice and that the tenancy can continue. The tenant testified that she feels safe now that her locks have been changed.

### Analysis

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.

The landlord did not participate in today's hearing or submit any documentary evidence. Accordingly, the landlord's 1 Month Notice, dated October 13, 2022, is cancelled and of no force or effect. The landlord is not entitled to an order of possession. This tenancy will continue until it is ended in accordance with the *Act*.

I informed the tenant of my decision verbally during this hearing. She confirmed her understanding of same. I asked the tenant if she wished to address the other issues

applied for. She confirmed with me that this is the only issue she wanted addressed, accordingly, I dismiss the remainder of her application without leave to reapply.

Conclusion

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

The landlord's 1 Month Notice, dated October 13, 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: December 01, 2022

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Residential Tenancy Branch