



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding INVESTAVE PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on July 29, 2022 seeking an order to cancel the One Month Notice to End Tenancy (the “One Month Notice”) for cause. They also sought reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on December 20, 2022.

The Tenant only attended the hearing; the Landlord did not attend. At the outset, the Tenant informed me that the Landlord – who is the property manager – advised them that the tenancy would not end, in effect withdrawing the One-Month Notice.

The Landlord did not attend the hearing to address the issue of the One-Month Notice validity; nor did they present any documentary evidence to show this.

With the burden of proof to end a tenancy resting with the Landlord who must present the case for a valid notice if challenged, I find the Landlord here did not present, making it more likely than not that the One-Month Notice is no longer in effect.

I find the issue of ending the tenancy is resolved by mutual consent. Because the Tenant did not amend their Application in advance of the hearing, I grant no return of the filing fee.

Conclusion

For the reasons above, I order that the One Month Notice issued on July 20, 2022 is cancelled and the tenancy remains in full force and effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: December 20, 2022

Residential Tenancy Branch