



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on August 30, 2022, and to recover the cost of the filing fee.

Only the tenant and the tenant’s social worker attended the hearing. The social worker for the tenant testified that they served the landlord, in person, the last week of September 2022.

The social worker for the tenant testified that the landlord in October 2022 agreed to cancel the Notice; however, they did not get anything in writing.

The social worker for the tenant testified that the tenant has recently found new suitable housing and has given notice to end the tenancy and will be vacating the rental unit.

In this case, I am satisfied that the landlord was served with the tenant’s application. The landlord did not submit any documents to the Residential Tenancy Branch that they were agreeing to cancel the Notice.

As the onus of proof is on the landlord to prove the reasons within the Notice, I find without any evidence from the landlord that they have failed to establish the reasons within the Notice.

Further, I have read the details within the Notice. I find simply because the landlord believes the tenant is incapable to live by herself, as a result of a disability and could be a danger to herself and other tenants, would not meet the requirements of the Act. No

incident occurred to support the reason within the Notice. This is simply speculation on the landlord's part. Therefore, I find it appropriate to cancel the Notice.

As I have cancelled the Notice. I find the tenant is entitled to recover the cost of the filing fee from the landlord. I grant the tenant a monetary order in the amount of \$100.00, pursuant to section 67 and 72 of the Act. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **landlord is cautioned** that costs of such enforcement are recoverable from the landlord.

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: January 24, 2023

Residential Tenancy Branch