



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC RP LAT FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated September 24, 2020, which I find clearly includes a dating error which should have read 2022 instead of 2020 (1 Month Notice). The tenant also requested an order for the landlord to comply with the Act, regulation or tenancy agreement, for regular repairs to the unit, site or property, for authorization to change the rental unit locks, and to recover the cost of the filing fee.

The tenant attended the dispute resolution hearing. The landlord failed to attend the dispute resolution hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing dated September 16, 2022 (Notice of Hearing), application and documentary evidence (Hearing Package) was considered. The tenant applied for an successfully was granted an order for substituted service on the landlord via email. The landlord's updated email address has been included on the cover page of this decision. The tenant affirmed that the updated email address for the landlord was provided by the landlord via text on September 24, 2022. The tenant amended their application to include dispute of the 1 Month Notice on September 24, 2022 in accordance with the Act.

According to the order granted for substituted service, I find the landlord was duly served three days after the email dated September 24, 2022 was mailed by the tenant to the landlord, which would be September 27, 2022. As the landlord failed to attend the hearing I find this application to be undisputed.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 1 Month Notice and the tenant's application to recover the cost of the filing fee at this proceeding. **The balance of the tenant's application is dismissed, with leave to re-apply.**

The tenant was advised that the decision will be emailed to both parties at the email addressed provided by the tenant and as listed for the landlord on the cover page of this decision.

Issues to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?
- If yes, is the tenant also entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on September 1, 2021. The tenancy agreement was submitted in evidence for my consideration.

The 1 Month Notice was submitted for my consideration and is dated September 24, 2020, which as indicated above, I find contains a dating error on the year, which should read 2022. The tenant stated that they were served on September 24, 2022 and disputed the 1 Month Notice on the same date by amending their earlier application.

The 1 Month Notices lists a total of 4 causes as follows:

- ☐ Tenant or a person permitted on the property by the tenant has (check all boxes that apply):
- ☒ significantly interfered with or unreasonably disturbed another occupant or the landlord.
 - ☒ seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
 - ☐ put the landlord's property at significant risk

- ☒ Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/ park.
- ☒ Rental unit/site must be vacated to comply with a government order

The Details of Cause(s) portion of the 1 Month Notice reads as follows:

Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.
Details of the Event(s): the property has had been on lien for several months. tenant had not provided enough information about her background, i.e. no check. tenant agreed to pay fines but yet not done so. she is overdue paying her fines. it had caused an increase in interest for landlord. tenant needs to evacuate because of legal reasons. the unit needs to be evacuated because of court order against lien. also for breach of confidentiality and not complying with a addendum to be signed with a witness, Jd presence.

The landlord failed to attend the hearing to present any evidence to support any of the four causes listed on the 1 Month Notice.

Analysis

Based on the documentary evidence and the undisputed testimony of the tenant provided during the hearing, and on the balance of probabilities, I find the following.

When a tenant disputes a 1 Month Notice, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid and should be upheld. If the landlord fails to prove the 1 Month Notice is valid, the 1 Month Notice will be cancelled. As the landlord did not attend the hearing to present any evidence to support the 1 Month Notice, **I find** the landlord has failed to prove that the 1 Month Notice was valid. As a result, **I cancel** the 1 Month Notice dated September 24, 2020 and September 24, 2022, the latter of which was the correct date due to the dating error by the landlord.

I ORDER the tenancy to continue until ended in accordance with the Act.

As the tenant's application was successful, I grant the tenant the recovery of the \$100 filing fee pursuant to section 72 of the Act. **I authorize** the tenant a one-time rent reduction in the amount of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The 1 Month Notice dated September 24, 2020 and September 24, 2022, the latter of which is correct due to the 2020 year error by the landlord.

The tenancy has been ordered to continue until ended in accordance with the Act.

The tenant has been authorized to deduct \$100 from a future month of rent in full satisfaction of the filing fee. The landlord may not issue a 10 Day Notice for that related amount as the tenant has been authorized to deduct \$100 on a one-time basis.

The service email address for the landlord has been included on the cover page of this decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 23, 2023

Residential Tenancy Branch