



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VADA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LRE, LAT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant October 14, 2022 (the "Application"). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause dated October 11, 2022 (the "Notice")
- To suspend or set conditions on the Landlord's right to enter the rental unit
- For authorization to change the locks to the rental unit

The Tenant attended the hearing. Nobody attended the hearing for the Landlord. I explained the hearing process to the Tenant. I told the Tenant they are not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The Tenant provided affirmed testimony.

Pursuant to rule 2.3 of the Rules, I told the Tenant at the outset of the hearing that I would consider the dispute of the Notice and dismiss the remaining requests because they are not sufficiently related to the dispute of the Notice. The remaining requests are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the "Act").

The Tenant submitted the Notice as evidence prior to the hearing. The Landlord did not submit evidence. I addressed service of the hearing package. The Tenant testified that the hearing package was served on A.P., the onsite manager, in person. The Tenant testified that A.P. provided the package to the property manager. The Tenant could not recall what date they served A.P.

Based on the undisputed testimony of the Tenant, I find the Landlord was served with the hearing package in accordance with section 89(1)(a) of the *Residential Tenancy Act* (the “*Act*”). I cannot find the Tenant complied with rule 3.1 of the Rules in relation to the timing of service because the Tenant could not recall when they served A.P. However, given the hearing package was sent to the Tenant October 26, 2022, and given enough time has passed since the Tenant served the package such that the Tenant cannot recall the date, I accept that the hearing package was served at least a few weeks prior to the hearing and therefore in sufficient time to allow an agent for the Landlord to at least call into the hearing. I also note that there is no evidence before me that the Tenant did not serve the hearing package within a reasonable time prior to the hearing. Pursuant to section 71(2) of the *Act*, I find the hearing package sufficiently served on the Landlord.

Given I was satisfied of service of the hearing package, I proceeded with the hearing in the absence of the Landlord.

Issue to be Decided

1. Should the Notice be cancelled?

Background and Evidence

The teleconference started at 11:00 a.m. and ended at 11:09 a.m. Nobody appeared for the Landlord during this time.

Analysis

The Notice was issued pursuant to section 47 of the *Act*.

Pursuant to rule 6.6 of the Rules, when a tenant disputes a notice to end tenancy, the landlord has the onus to prove the grounds for the notice.

Here, nobody appeared at the hearing for the Landlord to provide evidence to prove the grounds for the Notice. In the absence of evidence from the Landlord, the Notice has not been proven. Therefore, the Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue until otherwise 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 *Act*.

Dated: January 16, 2023

Residential Tenancy Branch