



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EDGEWATER PLACE APTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Code CNC, RP, FFT

This hearing was convened as a result of the Tenant's Application for Dispute Resolution made on August 28, 2022. The Tenant applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- an order cancelling a One Month Notice to End Tenancy for Cause dated August 22, 2022 (the One Month Notice);
- an order that the Landlord make repairs to the unit, site, or property; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing and provided affirmed testimony. The Landlord was not represented at the hearing.

The Tenant testified the Notice of Dispute Resolution Proceeding package was served on the Landlord by registered mail on September 16, 2022. Canada Post registered mail receipts showing the date and time of service and including the tracking number were submitted in support. Pursuant to sections 89 and 90 of the Act, I find these documents are deemed to have been received by the Landlord on September 21, 2022.

In addition, the Tenant testified that she served additional evidence on the Landlord by email on January 1, 2023, to an address agreed upon for service. Pursuant to sections 43 and 44 of the Residential Tenancy Regulation, I find these documents are deemed to have been received by the Landlord on January 4, 2023.

The Tenant sought an order cancelling the One Month Notice. As confirmed in Rule of Procedure 6.6, the onus rests with the landlord to prove the reason they wish to end the tenancy. In this case, as the Landlord was not represented at the hearing, I find there is

insufficient evidence to support ending the tenancy. As a result, I find that the One Month Notice is cancelled and is of no force or effect. The tenancy will continue until otherwise ended in accordance with the Act.

As the Tenant has been successful, I find that the Tenant is entitled to recover the filing fee paid to make the application. The Tenant may retain \$100.00 from a future rent payment at the Tenant's discretion.

I find the Tenant's request for repairs to the unit, site or property is dismissed with leave to reapply as appropriate.

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 17, 2023

Residential Tenancy Branch