



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC-MT

Introduction

This hearing dealt with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for an order cancelling the One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord and an order extending the time to file an application disputing the Notice issued by the landlord.

The tenant and his advocate attended the hearing; however, no one for the landlord attended or provided written evidence prior to the hearing.

As the landlord was not present, service of the tenant's Application for Dispute Resolution, evidence, and Notice of Hearing (application package) was considered.

The advocate submitted they served the landlord the tenant's application package to the landlord by registered mail on August 25, 2022. The Canada Post tracking number was provided by the advocate and that number is on the cover page of this Decision.

Based on this submission, I find the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Act. The hearing proceeded in the landlord's absence.

The advocate and tenant were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, only the evidence relevant to the issue and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Matter-

The tenant's application was filed within the required timeline, as it was filed on the next business day after the 10th day of service of the Notice. Therefore, it was not necessary to consider the tenant's request for an order extending the time to file an application disputing the Notice issued by the landlord.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the landlord's 1 Month Notice?

Background and Evidence

The tenant said the tenancy began on or about August 1, 2005. Filed in evidence was a copy of the written tenancy agreement.

The tenant submitted that the landlord served the 1 Month Notice by attaching it to the tenant's door on July 28, 2022. The Notice was dated July 27, 2022 and listed an effective, move-out date of August 31, 2022. Filed in evidence was a copy of the 1 Month Notice.

The 1 Month Notice listed the reason that the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord and put the landlord's property at significant risk.

The tenant denied the allegations in the Notice and thought his rental unit looked good enough and did not see anything wrong, other than needing a wipe down.

Analysis

In a case where a tenant has applied to cancel a Notice to end a tenancy, Rule 7.18 states the landlord has the onus of proof. In this case, the landlord must provide sufficient evidence to support the Notice issued to the tenant.

In this case, the 1 Month Notice was issued pursuant to section 47(1)(d)(ii) and (iii).

In the absence of, or any evidence from, the landlord to support the reasons listed on the notice to end tenancy, I find that it must be cancelled.

As a result of the above, I therefore **ORDER** that the 1 Month Notice dated July 27, 2022, is **cancelled**, and has no force or effect.

I **ORDER** the tenancy continues until it may otherwise legally end in accordance with the Act.

Conclusion

The tenant's application seeking cancellation of the landlord's 1 Month Notice is granted as I have ordered the 1 Month Notice of July 27, 2022, is cancelled and of no force or effect.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: January 06, 2023

Residential Tenancy Branch