



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNC**

Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (“Act”) for orders as follows:

- cancellation of the landlords’ One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47

Both parties attended the hearing with the landlord represented by an agents BH and JLV and tenant JM appeared for himself. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The hearing was conducted by conference call. The parties were reminded to not record the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The tenant confirmed receipt of the One Month Notice dated December 22, 2022 with an effective date of January 31, 2023. Pursuant to section 88 of the Act the tenant is found to have been served with this notice in accordance with the Act.

The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the Act.

Preliminary Issue

The landlord’s name is incorrect. Based on section 64(3)(c) of the Act the landlord’s name is amended.

Issue(s) to be Decided

1. Is the One Month Notice valid and enforceable against the tenant? If so, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy commenced on August 2, 2016 on a month to month basis. Rent is \$375.00 per month due on the first of the month. The landlord holds a security deposit of \$187.50 in trust for the tenant. The tenant still occupies the rental unit.

The parties each confirmed that only one page of the One Month Notice was provided in evidence, and that the reasons the landlord wished to end the tenancy were not included with the One Month Notice in evidence.

Analysis

RTB Rules of Procedure 6.6 states, "The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy." In this case, the landlord has the burden of proving the validity of the One Month Notice served on the tenant.

Section 52 of the Act states that the One Month Notice must state the grounds for ending the tenancy. To assess the validity of the One Month Notice I must consider whether the grounds were listed on the One Month Notice. In this case I do not have evidence before me establishing that the One Month Notice listed the grounds for ending the tenancy. Therefore, I find that the One Month Notice is not valid.

The tenant's application to cancel the One Month Notice is granted.

Conclusion

The tenant's application is granted. The One Month Notice is cancelled. The tenancy shall continue until it is 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 *Residential Tenancy Act*.

Dated: May 1, 2023