



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application for cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated August 31, 2017, (the One Month Notice) pursuant to section 47 of the *Residential Tenancy Act* ("the Act").

The landlord did not attend this hearing, although I waited until 11:12 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 11:00 a.m. The tenant and her worker S.H. attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant testified that they personally served the landlord with the Tenant's Application for Dispute Resolution (the Application) and the notice of this hearing on September 11, 2017. The tenant's outreach worker confirmed that she drove the tenant to the landlord's home and witnessed this personal service. In accordance with section 89 of the *Act*, I find the landlord was duly served with the Application and notice of this hearing on September 11, 2017.

The tenant testified that she received the One Month Notice, which was posted to the door of her rental unit, on August 31, 2017. In accordance with section 88 of the *Act*, I find the tenant was duly served with the One Month Notice on August 31, 2017.

Rule 10.1 of the Rules of Procedure provides as follows:

**10.1 Commencement of the hearing** - The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

### Issue(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession based on the One Month Notice?

### Background and Evidence

The tenant gave testimony that this tenancy began on November 02, 2014, with a monthly rent of \$675.00, due on the first day of each month. The tenant testified that the landlord currently retains a security deposit of \$375.00.

A copy of the landlord's One Month Notice, dated August 31, 2017, was entered into evidence. In the One Month Notice, requiring the tenant to end this tenancy by October 01, 2017, the landlord cited the following reasons for the issuance of the One Month Notice:

*Tenant or a person permitted on the property by the tenant has:*

- *significantly interfered with or unreasonably disturbed another occupant or the landlord; and*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord.*

*Tenant or a person permitted on the property by the tenant has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.*

### Analysis

Section 47 of the *Act* provides that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the 1 Month Notice. As the tenant disputed this notice on September 07, 2017, and since I have found that the One Month Notice was served to the tenant on August 31, 2017, I find the tenant has applied to dispute the One Month Notice within the time frame provided by section 47 of the *Act*.

Because the landlord did not attend the hearing to present any evidence or justification of cause to end the tenancy, I find the landlord has failed to satisfy the burden of proof and I therefore allow the tenant's application to cancel the One Month Notice.

Conclusion

The tenant is successful in her application.

The One Month Notice of August 31, 2017 is cancelled and is of no force or effect.

This tenancy continues 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: October 27, 2017

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Residential Tenancy Branch