



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHRYSLIS HOMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on June 21, 2018 (the “Application”). The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated June 11, 2018 (the “Notice”). The Tenants sought reimbursement for the filing fee.

The Tenant appeared at the hearing. Nobody attended the hearing for the Landlord. The hearing process was explained to the Tenant who did not have questions when asked. The Tenant provided affirmed testimony.

The Tenants had submitted evidence prior to the hearing. The Landlord had not submitted evidence. I addressed service of the hearing package and evidence.

The Tenant testified as follows. She served the hearing package and evidence on the caretaker in person. The caretaker is named on the Notice. The caretaker was an employee of the Landlord at the time. The caretaker is the person the Tenants dealt with when there were issues with the tenancy and in relation to rent payments. She served the package on the caretaker the same day she picked it up. She picked the package up the same day it was ready to be picked up.

The Tenant testified that the caretaker said she would provide the package to the owner of the rental unit. The Tenant said the Tenants subsequently had a meeting with the owner and he was aware of the package.

The Residential Tenancy Branch records show the hearing package was ready to be picked up June 21, 2018.

I accept the undisputed testimony of the Tenant regarding service and find the hearing package and evidence were served on the Landlord in accordance with sections 59(3), 88(b) and 89(1)(b) of the *Residential Tenancy Act* (the “Act”) and rule 3.1 of the Rules of Procedure (the “Rules”).

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

Issues to be Decided

1. Should the Notice be cancelled?
2. Are the Tenants entitled to reimbursement for the filing fee?

Background and Evidence

The Tenants had submitted a written tenancy agreement. It is between the Landlord and the Tenant, as well as two others, and is in relation to the rental unit. The tenancy started March 1, 2015 and is a month-to-month tenancy. It is signed on behalf of the tenants and the Landlord.

The teleconference started at 9:30 a.m. and ended at 9:44 a.m. Nobody appeared for the Landlord during this time.

Analysis

Pursuant to rule 6.6 of the Rules, the Landlord had the onus to prove the reason they wish to end the tenancy.

The Landlord did not appear at the hearing to provide evidence to prove the grounds for the Notice or that it complies with section 52 of the *Act*. In the absence of evidence from the Landlord, the Notice has not been proven. Therefore, the Notice is cancelled.

The Tenants’ Application is granted. The tenancy will continue until ended in accordance with the *Act*.

As the Tenants were successful in this application, I grant them reimbursement for the filing fee pursuant to section 72(1) of the *Act*. Pursuant to section 72(2) of the *Act*, I

authorize the Tenants to withhold \$100.00 from one future rent payment as reimbursement for the filing fee.

Conclusion

The Tenants' Application is granted. The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

The Tenants are entitled to reimbursement for the \$100.00 filing fee. I authorize the Tenants to withhold \$100.00 from one future rent payment as reimbursement for the filing fee.

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: August 16, 2018

Residential Tenancy Branch