



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

The Tenant and an agent for the Tenant (the “Tenant”) attended the teleconference hearing. The Tenant provided permission for the agent to speak on his behalf and the parties were affirmed to be truthful in their testimony. The Landlord did not call into the hearing during the approximately 12 minutes that the phone line remained open.

The Tenant stated that he served the Landlord in person with the Notice of Dispute Resolution Proceeding documents on October 9, 2018, the same day the documents were provided to the Tenant by the Residential Tenancy Branch. As such, I find that the Landlord was duly served with the Notice of Dispute Resolution Proceeding package in accordance with Sections 88 and 89 of the *Act*.

The One Month Notice was submitted into evidence prior to the hearing; no other documentary evidence was received by either party.

Issues to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

If the One Month Notice to End Tenancy for Cause is upheld, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Tenant provided undisputed details on the tenancy. The tenancy began in March 2018. The Tenant was unsure of the exact rent amount due to a housing subsidy provided towards the total monthly rent. A security deposit of \$500.00 was paid at the outset of the tenancy.

A One Month Notice, dated September 30, 2018, was served to the Tenant on the same day. The notice states service by posting on the Tenant's door, as well as in person. The Tenant confirmed that he received the One Month Notice on or around September 30, 2018 and he filed an Application for Dispute Resolution to cancel the notice on October 9, 2018.

Analysis

Pursuant to Section 47(4) of the *Act*, a tenant has 10 days in which to dispute a One Month Notice. As the notice was received on or around September 30, 2018, and the Tenant applied to dispute the notice on October 9, 2018, I find that he applied within the timeframe provided under the *Act*.

In accordance with rule 6.6 of the *Residential Tenancy Branch Rules of Procedure*, when a tenant applies to cancel a notice to end tenancy, the onus is on the landlord to prove, on a balance of probabilities, that the reasons for the notice are valid.

As the Landlord did not attend the hearing, despite being served in person with the Notice of Dispute Resolution Proceeding package, I am not able to confirm that the reasons for the One Month Notice are valid.

Therefore, the One Month Notice, dated September 30, 2018 is hereby cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

Conclusion

The One Month Notice, dated September 30, 2018, is cancelled and of no force or effect. This tenancy continues until 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: November 01, 2018

Residential Tenancy Branch