



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MT CNR

This hearing dealt with an application by the tenant to cancel a notice to end tenancy and an extension of time to make the application for dispute resolution. Both the tenant and an agent for the landlord participated in the teleconference hearing.

Neither the tenant nor the landlord provided a copy of the 10 day notice to end tenancy. The tenant stated that he received the notice, which had been slipped under his door, on either January 13 or 14, 2009. The tenant then attempted to file his application to dispute the notice, because it was not clear to him whether there was any outstanding rent and the landlord was unable to verify the amount because their computers were down. The tenant provided evidence that the Residential Tenancy Branch accepted the tenant's filing fee on January 14, 2009, but an error was made and his application was not properly processed until January 19, 2009.

The landlord's agent first stated that he recalled serving the notice on the tenant on January 13, 2009 by slipping it under the tenant's door. The landlord then stated that he found his copy of the notice and he actually slipped it under the tenant's door on January 8, 2009. The landlord stated that the amount indicated on the notice of \$650 was for accumulated NSF and late fees from the other tenant, who had since moved out. The landlord did not provide any documentary evidence to establish what amounts were owing and whether they were for rent or other fees.

It is not effective service to slip a notice to end tenancy under the tenant's door. The tenant acknowledged that he received the notice, on either January 12 or 13, 2009, and that he took all the steps he was required to take in order to dispute the notice in time. I find that the tenant either made his application in time or was only prevented from making the application on time through fault of the Residential Tenancy Branch.

I further find that the notice is not valid, as the landlord did not provide sufficient evidence to establish that the outstanding amount owing was for rent, rather than late or NSF fees. I therefore cancel the notice to end tenancy, with the effect that the tenancy continues.

Dated February 25, 2009.