



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

INTERIM DECISION

Dispute Codes:

CNC and FF

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Cause and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing.

At the hearing the Agent for the Landlord advised that he has been incorrectly identified as the Landlord on the Application for Dispute Resolution, and he asked that the Landlord be properly named on the Application. The Tenant stated that when he filed the Application, he did not know the name of the Landlord and he agreed that the Application should be amended to replace the Agent for the Landlord's name with the name of the Landlord. The Application for Dispute Resolution has been amended accordingly.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside and whether the Tenant is entitled to the return of the fee paid for filing this Application for Dispute Resolution.

Preliminary Matter

The Tenant stated that he submitted a copy of the Notice to End Tenancy for Cause to the Residential Tenancy Branch, however I was unable to locate a copy of that Notice in the evidence that was submitted by the Tenant.

The Landlord submitted a copy of a Notice to End Tenancy for Cause, dated May 27, 2009, however this Notice was not signed nor did it stipulate the reasons for ending the tenancy. The Landlord stated that he has a completed Notice to End Tenancy for



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Cause, and speculates that he accidentally submitted the Notice that he generated from his computer.

The Landlord stated that he is in possession of a signed copy of the Notice to End Tenancy. The Tenant stated that he has a copy of the Notice to End Tenancy at home, but that he does not currently have access to that document. As the Tenant is not in possession of the Notice to End Tenancy I am unable to reach an agreement on the content of the Notice.

Without a copy of a valid Notice to End Tenancy, I find that I am unable to proceed with this matter. In the absence of evidence to the contrary, I accept the Tenant's statement that he submitted a copy of the Notice to the Residential Tenancy Branch, and I find that the Tenant should be afforded another opportunity to submit a copy of the Notice to the Residential Tenancy Branch.

The hearing today is being adjourned and will be reconvened at the time and date on the attached Notice of Hearing. Both parties are required to attend the reconvened hearing and neither party is responsible for serving the Notice of Hearing on the other party.

The Tenant is directed to submit another copy of the Notice to End Tenancy that he is seeking to have set aside and to serve a copy of that Notice on the Landlord, in accordance with the *Act*.

This tenancy will continue until a decision has been reached at the reconvened hearing, unless otherwise 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: July 13, 2009.

Dispute Resolution Officer