



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking cancellation of a 1 Month Notice to End Tenancy for Cause and to recover the filing fee paid for the application.

The tenant and the landlord appeared and the hearing process was explained. The parties were given an opportunity to ask questions about the hearing process.

Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally, in documentary form, and to make submissions to me.

### **Preliminary Issues:**

Other than his application, the tenant provided no documentary evidence.

The landlord filed a written submission, requesting an Order of Possession for the rental unit be issued to him. The landlord, however, did not provide documentary evidence to prove that he had issued the tenant a 1 *Month Notice to End Tenancy for Cause* (the "Notice"), in accordance with section 47 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to an order of possession and for recovery of the filing fee?

Have the parties provided enough evidence to make a decision on the tenant's application?

### Background and Evidence

I heard testimony that this tenancy began on March 1, 2008, that the tenant's share of rent is \$345.00 and the tenant paid a security deposit of \$350.00 at the beginning of the tenancy.

As the Notice was not provided into evidence by either party, I asked both parties questions about dates and information provided on the Notice. Neither party had the Notice in front of them and could not answer the most basic questions, such as the date of the Notice, the date the Notice was issued or the exact cause listed.

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

The purpose of serving documents under the *Act* is to notify the person being served of their breach and notification of their rights under the *Act* in response.

A Notice to End Tenancy can only be enforced if it complies with the requirements of section 52 of the *Act*. Without being able to review a copy of the Notice to End Tenancy that the landlord served on the tenant or hear testimony about the Notice, I find I do not have enough information to cancel the Notice.

I therefore find that the tenant has submitted insufficient evidence to support his application, and I dismiss the tenant's application, with leave to reapply.

Due to the above I also cannot conclude that the Notice is effective and therefore enforceable.

I therefore find that the landlord had insufficient evidence to show the tenant was issued a valid 1 Month Notice to End Tenancy and I deny his request for an Order of Possession.

### Conclusion

I dismiss the tenant's application, with leave to reapply.

I deny the landlord's request for an Order of Possession.

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: May 30, 2012.

---

Residential Tenancy Branch