



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPC

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of Possession for Cause.

There was no dispute that the tenant received a 1 Month Notice to End Tenancy for Cause that had an effective vacancy date of April 1, 2013.

The tenant attempted to dispute the Notice and was given a file number by the Residential Tenancy Branch. However, the tenant was told that a hearing could not be scheduled as the landlord had not included a service address on the Notice ending tenancy; the tenant did not have the landlord's address. The landlord confirmed that the Notice issued to the tenant did not include an issue date or the landlord's service address.

When the landlord served the tenant with his Notice of hearing and application for dispute resolution he had also crossed out the service address; so the tenant could not serve the landlord with evidence and could not submit an application of his own. This was confirmed by the landlord, who said that the tenant had his telephone number and could have called him to obtain the address.

I explained that as a matter of fairness the landlord was required to provide the tenant with a service address and that by deleting the service address from the application for dispute resolution and not including it on the Notice ending tenancy, the landlord had denied the tenant an opportunity to respond and proceed with an application to dispute the Notice. The copy of the Notice supplied as evidence by the landlord did include the service address; which had been added after it was given to the tenant.

Section 62(4)(c) of the Act provides an arbitrator with the authority to dismiss an application if it is frivolous or an abuse of the dispute resolution process. The landlord did not dispute the facts in relation to the absence of a service address. Therefore, in the absence of the provision of a service address I found, pursuant to section 62(4)(c) of the Act, that the landlord abused the dispute resolution process by failing to provide the tenant with a service address, that would have allowed the tenant to take steps to dispute the Notice.

Therefore, pursuant to section 62(3) of the Act I find that the Notice issued effective April 1, 2013 is of no force and effect.

The tenancy will continue until it is ended in accordance with the Act.

### Conclusion

The 1 Month Notice to End Tenancy for Cause that is effective April 1, 2013 is of no force or effect.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 15, 2013

---

Residential Tenancy Branch