



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside.

Background and Evidence

Rent in the amount of \$875.00 is payable in advance on the first day of each month.

The landlord gave the following testimony:

The tenant has been repeatedly late in paying the rent and seeks to end the tenancy. The landlord stated that he served the tenant a notice for that cause.

The tenant gave the following testimony:

The tenant stated that he has always paid his rent on time. The tenant stated that he has not received a formal written notice for cause.

Analysis

Section 47 of the Act says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons and then provide evidence to support the basis of issuing the notice. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause. I spent a large portion of the hearing

explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to when the Notice was issued nor the basis for its issuance. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice.

As there is no notice before me and the substance of that notice is in dispute, I set aside any notice issued by the landlord to the tenant up until the date the tenant filed for dispute resolution; September 11, 2013. Any Notices issued after that date will need to be dealt with in a separate hearing.

The tenancy continues uninterrupted on the original terms of the tenancy agreement.

Conclusion

The tenancy remains in effect. Any notices issued up to September 11, 2013 are set aside.

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: October 22, 2013

Residential Tenancy Branch

