



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

The tenant – MT

The landlord – OPR, MNR, FF

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenant applied for more time to cancel a Notice to End Tenancy. The landlord applied for an Order of Possession for unpaid rent or utilities; for a Monetary Order for unpaid rent or utilities; and to recover the filing fee from the tenant for the cost of this application.

The tenant and landlord attended the conference call hearing and gave sworn testimony. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the tenant entitled to more time to cancel a Notice to End Tenancy?
- Is the landlord entitled to an Order of Possession for unpaid rent or utilities?
- Is the landlord entitled to a Monetary Order for unpaid rent or utilities?

Background and Evidence

The parties agree that the tenant was served a 10 Day Notice to End Tenancy. The tenant testifies that she only received the first page of this 10 Day Notice and the second page was not attached on the photocopied Notice she received from the landlord. The landlord testifies that he has the original copy in front of him and that has the second page on the reverse side of the Notice. The tenant testifies if the landlord photocopied this page the landlord omitted to photocopy both sides of the Notice. The landlord agrees that this is likely. The landlord has provided the first page of this Notice in evidence. The tenant has provided a second unattached page of this notice but claims this was not served to her.

Analysis

I have reviewed the documentation provided by the parties for this application. I have no evidence from the landlord to show that the tenant was served a complete two page Notice to End Tenancy. Page two of the Notice provides information to the tenant about the reasons given for the Notice, it informs the tenant that they have five days to pay the rent or dispute the Notice. The tenant has provided a second unattached page of this Notice but claims this was not served to her by the landlord.

In order for a legal notice to be valid and enforceable it must be complete and the burden of proof falls to the landlords to show that both pages of this Notice were served to the tenant. In this case the landlords have not met the burden of proof and as a result I find that the Notice is cancelled.

Conclusion

The tenant's application is allowed.

The landlords' application is dismissed. The landlords are at liberty to reserve the tenant with a complete Notice to End Tenancy. The landlords are then at liberty to file another application.

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 21, 2013

Residential Tenancy Branch

