



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Witmar Holdings Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant.

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 4, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 5<sup>th</sup> day after it was mailed.

The tenant also testified that he attempted to serve one of the agents of the landlord personally but that the agent refused to accept the service and told the tenant to serve another agent instead.

The tenant testified that he then served the landlord by placing the package in the mail slot in the landlord's office at the address provided in the Notice to End Tenancy.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Act*.

### Background and Evidence

The tenant testified that the tenancy began on October 1, 2013 as a fixed term tenancy for the monthly rent of \$800.00 due on the 1<sup>st</sup> of each month with a security deposit of \$400.00 paid.

The tenant provided a copy of a 1 Month Notice to End Tenancy for Cause issued on November 21, 2013 with an effective date of December 31, 2013 signed by a landlord named "Natalie" – no last name given. The Notice cites the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and put the landlord's property at significant risk.

### Analysis

As the landlord has failed to attend and provide testimony or evidence to substantiate why the Notice was issued and since the 1 Month Notice does not provide the full legal name of the landlord's agent, I find the Notice is not enforceable and I therefore cancel the 1 Month Notice to End Tenancy for Cause issued on November 21, 2013.

### Conclusion

Based on the above, I grant the tenant's Application and I order the tenancy remains in full force and effect.

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: January 22, 2014

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Residential Tenancy Branch

