



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MNSD; MNDC; FF

Introduction

This Hearing dealt with the Landlord's application for an Order of Possession; a monetary award for unpaid rent, utilities and loss of revenue; to apply the security deposit towards partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that the Notice of Hearing documents were posted to the Tenants' door on November 25, 2013. The Landlord stated that he also served the female Tenant with a copy of the Notice of Hearing documents on January 9, 2014, by handing the documents to her. The female Tenant acknowledged service in both manners.

Issue to be Decided

- Should the Notice to End Tenancy be cancelled?

Background and Evidence

The Landlord testified that he issued the Notice to End Tenancy on November 14, 2013, and faxed it to his agent, who taped it to the Tenants' door on the same day.

The Tenant acknowledged receiving the Notice, but stated she did not see anywhere on the Notice that indicated how she could dispute it. I questioned the Tenant about the form of the Notice, and she stated that she only got one page.

Neither party provided a copy of the Notice to End Tenancy in evidence.

The female Tenant stated that the male Tenant was unemployed for a time, but that he now had a job and was working out of town. The parties stated that they were attempting to come to an agreement with respect to payment of arrears and were waiting for the male Tenant to return to the rental unit in order to complete their negotiations.

Analysis

I explained to the Landlord that there are special rules for service of documents when a party is seeking a monetary award, and that copies of the Notice of Hearing documents must be served in accordance with those rules, and upon each of the Tenants. These rules can be found in Section 89 of the Act.

I also explained to the parties that a Notice to End Tenancy for Unpaid Rent is a two page document, and that both pages must be served on the Tenants because the second page contains information on how to apply to cancel the Notice and the time limit to apply. In this case, I find that the Tenants were not provided with a valid Notice to End Tenancy and therefore it is cancelled.

The parties indicated a desire to come to an agreement, but were not ready to finalize settlement terms. If the parties do not come to a mutual agreement with respect to outstanding rent, the Landlord is at liberty to issue and serve another Notice to End Tenancy that complies with the requirements of the Act and must serve the Tenants with both of the pages.

Conclusion

The Landlord's application is dismissed. **The Notice to End Tenancy issued November 14, 2013, is cancelled.** The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

Dated: January 20, 2014

