



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SALVATION ARMY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy for cause.

The Tenant and a legal advocate, who had been assisting the Tenant with this dispute, appeared for the hearing. There was no appearance by the Landlord for the 17 minute duration of the hearing and no submission of written evidence prior to the hearing.

The Tenant provided a copy of the 1 Month Notice to End Tenancy for Cause (the “Notice”) with his Application and the Tenant’s legal advocate supplied addition written evidence prior to the hearing.

Preliminary Issues

The Tenant explained that he had served the Landlord with a copy of his Application and notice for this hearing by attaching a copy of it to the Landlord’s door. The Tenant’s legal advocate explained that since the serving of these documents, she had cause for communication with the Landlord who had confirmed receipt of the Notice of Hearing documents but had no intention for appearing at this hearing as the parties had resolved this matter between them.

The Tenant’s legal advocate explained that the dispute centered on the Tenant’s refusal to have pest treatment without having access to information from the Landlord about the effect of this treatment on his respiratory condition. As a result, the Tenant was served with the Notice on September 29, 2014 by the Landlord.

The Tenant’s legal advocate further explained that during the interim time period, the Tenant and Landlord resolved the issues between them and as a result, the Landlord

left her a voicemail shortly before this hearing explaining that due to this resolution the Landlord would not be appearing for this hearing.

However, the Tenant's legal advocate appeared for the hearing in order to formally have the Notice cancelled.

Analysis and Conclusion

Firstly, I find that while the Tenant did not use any of the required methods stipulated by Section 89(1) of the Act to serve the Landlord with notice of this hearing, I accept the oral evidence of the Tenant's legal advocate that the Landlord had received sufficient notice of this hearing and therefore, I accept service of the documents to the Landlord under Section 72(2) (b) of the Act.

Secondly, I find that the Tenant made the Application to dispute the Notice within the time limits imposed by Section 47(4) of the Act.

Thirdly, I find that the Landlord failed to appear for the hearing and provided no documentary evidence in advance of the hearing to prove the reasons why the tenancy should end. Furthermore, I accept the Tenant's legal advocate's submission that the Landlord and Tenant have resolved the dispute and therefore there is no requirement for me to determine the Notice. As a result, I cancel the notice to end tenancy for cause.

Conclusion

For the reasons set out above, I cancel the Notice issued by the Landlord dated September 29, 2014 and the tenancy will resume until it is ended in accordance with the Act.

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 27, 2014

Residential Tenancy Branch

