



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MT, CNR, FF

Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenants have applied requesting more time to cancel a 10 day Notice to end tenancy for unpaid rent, to cancel the Notice issued on February 24, 2015 and return of the filing fee costs.

The tenant provided affirmed testimony that on March 2, 2015 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the landlord via registered mail at the address noted on the application. A Canada Post tracking number was provided as evidence of service.

The tenant mailed the hearing package to the landlord and the person who issued the Notice. The hearing documents were sent in a single registered mail package to the service address provided on the Notice. The Notice did not provide a landlord name. The tenant said that the person who issued the Notice is agent for the landlord; the tenant does not believe the landlord resides at the address provided on the Notice ending tenancy.

I find that the tenants have served the landlord, to the service address provided on the Notice ending tenancy issued on February 24, 2015. The Notice did not provide a landlord name; but the mail was sent to the landlord and the person who issued the Notice.

Section 71(2) of the Act provides:

(2) In addition to the authority under subsection (1), the director may make any of the following orders:

(a) that a document must be served in a manner the director considers necessary, despite sections 88 [how to give or serve documents generally] and 89 [special rules for certain documents];

(b) that a document has been sufficiently served for the purposes of this Act on a date the director specifies;

(c) that a document not served in accordance with section 88 or 89 is sufficiently given or served for purposes of this Act.

After considering sections 71, 89 and 88 of the Act I find that the landlord and her agent have been sufficiently served with Notice of this hearing. Service was made to the address provided on the Notice ending tenancy, to the landlord's agent, Y.H and the landlord. This person was entrusted to issue and serve the Notice on behalf of the

landlord. In accordance with section 90 of the Act I find that service was completed no later than March 7, 2015.

This matter was set for hearing at 9:00 a.m. on this date. The respondents failed to attend the hearing by 9:12 a.m.

Residential Tenancy Branch Rules of Procedure, section 10.1, provides:

10.1 Commencement of the dispute resolution proceeding

The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

In the absence of an appearance by the landlord or her agent by 9:12 a.m., I find that the Notice ending tenancy issued on February 24, 2015 is cancelled and of no force or effect. The landlord's agent and landlord were sufficiently served with Notice of this hearing, to the service address provided on the Notice and failed to attend the hearing. When a tenant applies to cancel a Notice ending tenancy the landlord has the burden of proving the reasons on the Notice. In the absence of the landlord the Notice is not supported.

The tenant pointed out that the address on the Notice is not the correct rental unit address.

As the tenant's application has merit I find that the tenants are entitled to deduct \$50.00 from the next month's rent due.

This tenancy will continue until it is ended in accordance with the legislation.

This decision is final and binding and 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: March 30, 2015

