



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes CNR

### Introduction

A hearing was conducted by conference call in the presence of the agent for the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to the address for service of the other party. The agent for the applicant testified that he mailed a copy of the Application for Dispute Resolution by registered mail to the address on the Notice to End Tenancy. The documents were returned. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. In addition, the agent for the applicant telephoned the agent for the landlord at the telephone number set out in the Notice to End Tenancy and advised him of the particulars of the within application. He also obtained the e-mail address of that agent and sent an e-mail containing the particulars of the date and time of the hearing and requested that the agent confirm he is in receipt of this information. The agent for the landlord did not respond to this request. I determined there was sufficient service of the Application for Dispute Resolution/Notice of Hearing. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated March 5, 2015?

### Background and Evidence

The tenancy began approximately 2 years ago. The agent for the tenant did not know the amount of the monthly rent. He produced a letter from the landlord advising that the landlord obtained a Court Order sale of the property at the end of February and that all previous tenancy were not valid. The letter demanded the tenant vacate the rental unit by March 31, 2015.

The agent for the tenant testified that he had a conversation with the agent for the landlord on or about March 10, 2015 in which, on behalf of the tenant he offered to pay the rent. However, the agent for the landlord refused to accept the payment on the advice of their lawyer.

#### Analysis

The landlord failed to attend the hearing and failed to present evidence disputing the evidence that the rent was tendered within 5 days of the date of the Notice. Further, the Notice to End Tenancy does not identify the amount of the outstanding rent and is not sufficient. As a result I ordered that the Notice to End Tenancy dated March 5, 2015 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

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: April 14, 2015

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Residential Tenancy Branch

