



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Creative Leasing Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

CNR; O

### **Introduction**

The Tenant seeks to cancel a Notice to End Tenancy for Unpaid Rent and “other” orders.

The parties gave affirmed testimony at the Hearing.

It was determined that the Landlord received the Notice of Hearing documents and copies of the Tenant’s documentary evidence on November 6, 2015, by registered mail.

The Landlord’s agent testified that the Landlord mailed copies of its documentary evidence to the Tenant on December 14, 2015. The Landlord’s agent provided the tracking numbers for the registered mail. The Tenant’s agent stated that she did not have copies of the Landlord’s documentary evidence. I advised the Landlord’s agent that the Residential Tenancy Branch did not receive any documentary evidence from the Landlord. The Landlord’s agent stated that copies were faxed to the Branch on December 30, 2015. I advised the Landlord’s agent that there are Rules of Procedure which provide deadlines for service of documents and that the Landlord’s documentary evidence was not provided to the Branch within the deadline. It is important to note that I received a copy of the Landlord’s documentary evidence one hour after the Hearing had concluded. Therefore, the Landlord’s evidence was not considered.

On his Application for Dispute Resolution, the Tenant alleges an interest in the property which exceeds the right to possession of the property. The Respondent’s legal counsel stated that there are two separate contracts in place; a tenancy agreement and a contract for the purchase of the property. The Tenant provided a copy of the tenancy agreement but neither party provided a copy of the contract for purchase.

The Tenant was seeking to cancel a Notice to End Tenancy; however, neither party provided a copy of the Notice in evidence. I explained to the parties that I could not confirm that the Notice was a valid notice under the provisions of Section 52 of the Act.

Based on the testimony of both parties, and the lack of documentary evidence provided, I find it is not possible for me to determine whether the Act takes jurisdiction over this tenancy; and if so, whether the Notice is a valid notice to end the tenancy.

Therefore I dismissed the Tenant's Application with leave to reapply.

### **Conclusion**

I dismiss the Tenant's application **with leave to reapply**. This does not extend any existing time limits that may apply.

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 07, 2016

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Residential Tenancy Branch

