



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OLC, LRE, LAT

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause, for an order directing the landlord to comply with the *Act*, to suspend the landlord's right to enter the unit and to authorize the tenant to change locks.

The notice of hearing was served on the landlord by registered mail on March 03, 2016. The tenant provided a tracking number. The tenant testified that he sent the hearing package to the address of the landlord's girlfriend. The package was returned to the tenant. The tenant stated that there is no written tenancy agreement and that he does not have an address for the landlord, but he had knowledge of the address that the landlord resided at.

The landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

The tenant informed me that he has another hearing scheduled for May 06, 2016 in which he has made application for the same remedies. However the notice disputed in that application is not the same notice to end tenancy as the one he has disputed in this application. The respondent named in that hearing is not this landlord but is the building manager.

Analysis

The tenant filed a copy of the notice to end tenancy dated March 01, 2016. The service address for the landlord as written in the notice, is the same as the rental unit address. Upon review of the notice, I find that the notice had inaccurate information and did not provide the tenant with contact information for the landlord, thereby depriving him of the opportunity to dispute the notice.

Therefore I find that the notice is not valid and accordingly I set aside the landlord's notice to end tenancy.

Since the tenant has not established service of the hearing package to the landlord, to my satisfaction and in accordance with s.88 of the *Residential Tenancy Act*, I am unable to hear or make a decision regarding the other remedies the tenant has applied for.

The tenant may address the other remedies that he has applied for in the next hearing.

Conclusion

The notice to end tenancy dated March 01, 2016 is set aside and the tenancy shall continue.

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 20, 2016

Residential Tenancy Branch