



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOM LEE PACIFIC REALTY HOLDING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNE, FF

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for End of Employment set aside pursuant to Section 48 of the Act. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. Neither party submitted any documentary evidence for this hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have then notice to end tenancy set aside?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about October 1, 2013. The landlord stated that the tenant has been late in paying the rent at least five times in the last twelve months. The landlord stated that he issued a One Month Notice to End Tenancy for Cause for repeatedly late rent payments from the tenant. The landlord stated that he had all of the evidence to support his case but was unaware that he had to submit it for this hearing. The landlord stated that he issued the notice on April 13, 2016 with an effective date of May 31, 2016.

The tenants gave the following testimony:

The tenants stated that the notice they received was to end employment. The tenant stated that he was unclear as to why that was given to him as he does not work for the landlord. The tenant stated that the notice he received is not as alleged by the landlord and thought it had to do with some wiring and plumbing work required in the house.

Analysis

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to the basis for its issuance. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice.

As there is no Notice before me and the substance of that notice is in dispute, I set aside any notice issued by the landlord to the tenant up until the date the tenant filed for dispute resolution; May 2, 2016. Any Notices issued after that date will need to be dealt with in a separate hearing.

Conclusion

The tenancy continues uninterrupted on the original terms of the tenancy agreement.

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: June 02, 2016

Residential Tenancy Branch