



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

OPC, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for cause and to recover the filing fee from the tenant for the cost of this application.

The tenant and landlord attended the conference call hearing, and were given the opportunity to be heard, to present evidence and to make submissions. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenant testified that she did not receive the landlord's hearing documents. Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on July 29, 2016. Canada Post tracking numbers were provided by the landlord in evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

### Background and Evidence

The parties agreed that this month to month tenancy started on July 15, 2015. The tenancy was renewed on May 25, 2016 and added a co-tenant to the agreement. Rent for this unit was \$1,300.00 per month due on the 1<sup>st</sup> of each month.

The landlord testified that she served the tenant TB with a One Month Notice to End Tenancy for cause (the Notice) on June 28, 2016 by registered mail. A copy of the Notice has been provided in documentary evidence and names the tenant TB on it only. The Notice has an effective date of August 01, 2016 and states that the tenant has been repeatedly late paying rent. The landlord seeks an Order of Possession.

The tenant testified that she did not file an application to dispute the Notice. The Notice only named her as a tenant and not the co-tenant

### Analysis

When a landlord issues a Notice to End Tenancy the landlord must name all the tenants that are on the tenancy agreement. All tenants have a right to know that they are being evicted from the rental unit and have the right to file an application to dispute the Notice.

In this case the landlord only included the tenant TB's name on the Notice and on this application for dispute resolution and therefore I find the Notice is invalid and is set aside. In not serving the other tenant with either a valid Notice to End Tenancy or naming that tenant on this application then that tenant's rights have been prejudiced by the landlord by not putting him on notice that the landlord seeks to end the tenancy.

The landlord is at liberty to serve both tenants with a new Notice to End Tenancy under s. 47 of the *Act*.

### Conclusion

The landlord's application is dismissed.

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: September 07, 2016

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Residential Tenancy Branch

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