



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied on April 21, 2017 for:

1. An Order cancelling a notice to end tenancy - Section 46.

The Landlord applied on April 28, 2017 for:

1. An Order of Possession - Section 55.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Has the Landlord provided evidence that the Tenant was served with the notice to end tenancy?

Background and Evidence

The tenancy started on March 1, 2017. Rent of \$700.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit and \$250.00 as a pet deposit.

The Landlord states that on April 16, 2017 the Landlord served the Tenant with a one month notice to end tenancy for cause dated April 17, 2017 (the "Notice"). The

Landlord confirms that this is the Notice that the Landlord relies on to obtain the order of possession. The Landlord also states that the Notice was served to the Tenant in person on April 17, 2017. The Landlord states that he served an earlier notice to end tenancy but that since it was incorrect another different notice was served. It is noted that the Landlord has not provided a copy of the Notice dated April 17, 2017. It is noted that the Landlord provided conflicting documentary evidence of notices and service. The Tenant states that she was not served with any notice dated April 17, 2017.

Analysis

Section 44 of the Act provides that a tenancy ends only if, inter alia, a notice to end tenancy is given. As the Landlord's evidence, both oral and documentary, is confused and full of contradictions and as the Tenant states that no notice to end tenancy was given to her on April 17, 2017 I find that there is insufficient evidence to find that the Landlord served the Tenant with the notice to end tenancy that the Landlord relies on for its claim to an order of possession. I therefore dismiss both applications. The Landlord remains at liberty to issue a notice to end tenancy and the Tenant remains at liberty to dispute any notice to end tenancy that is given to her from the Landlord.

Conclusion

The applications are 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: June 07, 2017

Residential Tenancy Branch