



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the "Act").

The Landlord did not appear during the hearing that lasted for 22 minutes. The Tenant states that the Landlord was served with the application for dispute resolution, notice of hearing and evidence (the "Materials") by placing the Materials in the Landlord's mail box. The Tenant also informed the Landlord that the Materials were in the mail box. The Tenant states that the Service BC agent informed the Tenant that the Materials could be served by placing the Materials in the mailbox and that the Tenant should also take a video of this service. The Tenant states that the Parties share this mailbox and that the Tenant was given the notice to end tenancy in the same mailbox.

Section 71(2) of the Act provides that a document not served in accordance with section 88 or 89 is sufficiently given or served for purposes of this Act. I accept the Tenant's persuasive evidence that the Tenant was given information by a government agency on how to serve the application for dispute resolution. I accept that the Tenant relied on this information and served the Landlord as informed by the government agency. Nonetheless as the Tenant informed the Landlord of the Materials being placed in the mail box and as the Parties have used the mailbox for the service of other documents in the dispute between the Parties, I consider that the Landlord would have received the Materials. As such I find that the Tenant has sufficiently served the application for dispute resolution for the purposes of disputing the notice to end tenancy. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on July 1, 2015. As of September 1, 2017 the rent was increased to \$1,067.00. The rent is payable on the first day of each month. On June 20, 2017 the Tenant collected a one month

notice to end tenancy for cause from the mailbox (the "Notice"). There are no details for the reasons to end the tenancy in the space provided in the Notice and the Landlord provided no letter with the Notice setting out the details of the reasons. The Tenant applied on June 26, 2017 to dispute the Notice. The Tenant submitted evidence to rebut virtually any reason that the Tenant could contemplate for the Notice. The Tenant provided the Landlord with a copy of that evidence. The Landlord did not provide any documentary evidence to support the reasons for the Notice.

Analysis

Where a notice to end tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Given the lack of any detail on the reasons for the Notice I find that the Tenant has been prejudiced in her ability to fully know the case against her and to respond to the case against her. Further there is insufficient evidence upon which to determine that the Notice is valid. As such I find that the Notice is not valid and that the Tenant is entitled to a cancellation of the Notice. The tenancy continues.

Conclusion

The Notice is cancelled.

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 06, 2017

Residential Tenancy Branch