



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BEDFORD APARTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the *Act*) to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

The Tenant was present for the duration of the teleconference hearing, as was the Tenant’s roommate who was there to support the Tenant on this application. No one called in for the Landlord during the approximately 26 minutes that the conference call line remained open. Both hearing participants were affirmed to be truthful in their testimony.

As the Landlord did not attend the hearing, service of the Notice of Dispute Resolution Proceeding (the “Notice of Hearing”) was addressed. The Tenant testified that the Notice of Hearing, along with a copy of her evidence was sent to the Landlord by registered mail on April 27, 2018. The Tenant submitted the registered mail receipt as evidence and the tracking number is included on the front page of this decision. The tracking number was entered on the Canada Post website and showed that the package was not picked up. The Tenant testified that the package was sent to the Landlord’s address for service that was listed on the One Month Notice.

As per Section 90 of the *Act*, service by registered mail is deemed five days after sending. In accordance with this, the Notice of Hearing along with the Tenant’s evidence is deemed to have been received by the Landlord on May 2, 2018. Service by registered mail is deemed received in five days whether or not the recipient accepts or claims the package. I also note that refusal or neglect to accept registered mail is not a ground for review under the *Act*.

### Issue(s) to be Decided

Should the One Month Notice be set aside?

### Background and Evidence

Rule 7.3 of the Rules of Procedure state that in the absence of a party, the hearing may be conducted in their absence or the application may be dismissed. As it was determined that the Landlord was sufficiently served with the Notice of the Hearing, the hearing continued in the absence of the Landlord.

The Tenant testified that the tenancy began in approximately 2013. Current rent in the amount of \$600.00 per month is due on the first day of the month. The Tenant and her roommate testified that they signed the tenancy agreement together as co-tenants.

The Tenant testified that she received the One Month Notice on April 17, 2018 from her roommate who had retrieved it from the mailbox. The notice listed the Tenant only and did not include her roommate. It was signed by an agent for the Landlord and was dated May 17, 2018, which seems to be an error. The One Month Notice stated the cause for ending the tenancy as the following:

- Tenant or person permitted on the property by the tenant has:
  - Significantly interfered with or unreasonably disturbed another occupant or the landlord
  - Seriously jeopardized the health or safety or lawful right of another occupant or the landlord

The One Month Notice stated the effective end of tenancy date as May 31, 2018.

### Analysis

Rule 6.6 of the Rules of Procedure state that when a tenant applies to cancel a notice to end tenancy, the onus is on the landlord to prove that the reasons for ending the tenancy are valid. As the Landlord did not attend the hearing and therefore did not provide any testimony or evidence regarding the reasons for the issuance of the One Month Notice, I find that the validity of the One Month Notice was not proven. In accordance with this, I find that the One Month Notice served to the Tenant on April 17, 2018 is not valid.

In reviewing the One Month Notice that was submitted in evidence by the Tenant, I also note that the Landlord used an outdated One Month Notice form that does not contain all the information that is included on the current One Month Notice form. I further note that the One Month Notice was dated as May 17, 2018, despite the Tenant testifying that she was served with the Notice on April 17, 2018.

The Landlord is cautioned to be careful of important details such as the date when providing notices and to always use the current form from the Residential Tenancy Branch website to ensure the most up to date information that is required will be included on the form.

In accordance with the details outlined above, I find that the One Month Notice that was served to the Tenant on April 17, 2018 is not valid and is therefore cancelled and of no force and effect. This tenancy will continue until ended in accordance with the *Act*.

#### Conclusion

The One Month Notice that was served to the Tenant on April 17, 2018 is cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Residential Tenancy Act*.

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: May 24, 2018

---

Residential Tenancy Branch