



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice") pursuant to section 47.

The tenant and landlord both attended the hearing. The landlord was assisted by her niece. Both parties were given an opportunity to be heard, to testify and to make submissions. The landlord confirmed receipt of the tenant's Application for Dispute Resolution. The tenant wrote on her application and testified that she received only one page of the two-page Notice to End Tenancy: the landlord confirmed that she only provided the tenant with one page of the two page Notice to End Tenancy. The tenant testified that the one page of the Notice was slipped her door.

Preliminary Matter: Service of Notice to End Tenancy

Proper service of documents is essential to the Residential Tenancy Dispute Resolution process. Service of documents is restricted by timelines and methods of service to underscore its importance.

Residential Tenancy Policy Guideline No. 12, in considering the terms of service at section 88 to 90 in the *Act* states that, it is essential that a party be able to **prove** that they have sufficiently served the documents for a Residential Tenancy Dispute Resolution hearing. Where a landlord seeks to end the tenancy, the tenant must be aware of the reason that the landlord is relying on to do so.

According to section 88, the landlord's Notice to End Tenancy must be served to the tenant in one of the following relevant ways,

88 All documents ... that are required or permitted under this Act to be given to or served on a person must be given or served in one of the following ways:

(a) by leaving a copy with the person;

...

(c) by sending a copy by ordinary mail or registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;

(d) if the person is a tenant, by sending a copy by ordinary mail or registered mail to a forwarding address provided by the tenant;

(e) by leaving a copy at the person's residence with an adult who apparently resides with the person;

(f) by leaving a copy in a mailbox or mail slot for the address at which the person resides or, if the person is a landlord, for the address at which the person carries on business as a landlord;

(g) by attaching a copy to a door or other conspicuous place at the address at which the person resides or, if the person is a landlord, at the address at which the person carries on business as a landlord;

...

(i) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*];

(j) by any other means of service prescribed in the regulations.

Prior to considering whether this tenancy should end, I must be satisfied that the respondent (tenant) was sufficiently informed of the case against her. Service by slipping a document under a tenant's door is insufficient service: any attachment of a notice or other document for dispute resolution purposes must be done in a way that ensures the other party receives it (or at least has a sufficient opportunity to do so). An item slipped under a door is not always 'conspicuous' as required by the Act.

There is no dispute that the landlord only provided one page of the two page Notice to End Tenancy for Cause. She stated that the second page was merely informational and therefore not important or necessary to provide to the tenant. With respect to all Notices to End Tenancy, all pages of the Notice **must** be served. When a landlord issues a Notice to End Tenancy for Cause, the second page of the document indicates the grounds upon which the landlord intends to rely to end the tenancy. The tenant must know the landlord's grounds to end the tenancy in order to be able to respond to the

Notice to End Tenancy. The second page of a One Month Notice to End Tenancy contains important information to the tenant beyond the ground to end tenancy including but not limited to the timelines to respond to this type of notice.

I find that the landlord's 1 Month Notice to End Tenancy for Cause was not served in a manner described in section 88 of the Act (by slipping it under the door). As of the date of this hearing, the tenant had still not been provided the second page of the Notice. Based on the landlord's lack of service by an approved method and, more importantly, based on the landlord's failure to provide the tenant the full Notice, the tenant's application to cancel the landlord's 1 Month Notice is granted.

Conclusion

I grant the tenant's application to cancel the landlord's 1 Month Notice. The tenancy shall continue.

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 22, 2018

Residential Tenancy Branch