



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NVV. INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein the Tenant requested an Order canceling a 2 Month Notice to End Tenancy for Landlord's Use issued on April 19, 2018 (the "Notice").

The hearing was conducted by teleconference on June 20, 2018. Only the Tenant and his girlfriend, B.S., called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord did not call into this hearing, although I left the teleconference hearing connection open until 9:49 a.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Tenant and I were the only ones who had called into this teleconference.

As the Landlord did not call in, service of the Tenant's hearing package was considered. The Tenant, T.J., testified that he served the Landlord's Property Manager, G. with the Notice of Hearing and the Application on April 30, 2018 by personal service. The Tenant confirmed that at all material times his dealings have been with G. The signature on the Notice is not readable, and the Landlord is noted as a company. The Tenant stated that as he did not know the company, he served G. personally.

The Tenant also testified that after serving G., he spoke to D.K., whom he identified as the new owner of the building. The Tenant stated that D.K. gave him a business card at one point in time wherein the phone number of D.K. was the same phone number as

the number noted on the Notice; notably, the company noted on the Notice is not the same as the company on the business card.

The Tenant testified he when he spoke to D.K., D.K. confirmed he was aware of the hearing on June 20, 2018 and told the Tenant that if he proceeded with the hearing the Landlord would move all of the Tenant's belongings out on to the street.

I am satisfied that the Landlord was served with notice of the proceeding as of April 30, 2018 and I proceeded with the hearing in his absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Tenant's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The Tenant testified that he moved into the rental property approximately 3-4 years ago. He confirmed that he did not have a written tenancy agreement. He further stated that he pays his rent directly by depositing his \$730.00 per month rent into a bank account as directed by the property manager G.

The Tenant stated that, to his knowledge, the company noted on the Notice may have purchased the rental property approximately a year ago. He stated that at that time he was instructed by G. to deposit his rent cheques directly to an account in the name of the company. The Tenant stated that the only other information he has from the new owner is a business card from D.K. which includes a company name which is not the one noted on the Notice.

The Tenant stated that he is not certain who the Landlord is and whether D.K. is authorized to act on behalf of the Landlord. The Tenant confirmed that at all material times he has dealt with the Landlord's property manager, G., who lives next door.

The Notice indicates the Landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that

requires the rental unit to be vacant. The Tenant confirmed he has not received any information from G., or D.K., regarding the proposed renovations.

B.S. also testified. She confirmed that she did not have any information regarding the corporation named on the Notice. She stated that at all times they have dealt with G., who is the property manager who lives next door.

Analysis

Residential Tenancy Branch Rules of Procedure provides that when a tenant applies to cancel a notice to end tenancy, the landlord must present their evidence first as it is the landlord who bears the burden of proving, on a balance of probabilities, the reasons for issuing the notice.

In the case before me, the Landlord failed to attend the hearing and provide any evidence with respect to the Notice. Consequently, I have no evidence to support the Notice.

Further, as the Notice includes a company name and unintelligible signature, I am unable, based on the evidence before me, to find that the person who signed the Notice is a representative of the Landlord.

Section 52 of the *Residential Tenancy Act* sets out the requirements for a notice to be effective and provides as follows:

- 52** In order to be effective, a notice to end a tenancy must be in writing and must
- (a) be signed and dated by the landlord or tenant giving the notice,
 - (b) give the address of the rental unit,
 - (c) state the effective date of the notice,
 - (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy,
 - (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
 - (e) when given by a landlord, be in the approved form.

Based on the evidence before me I am unable to find that the person who signed the Notice had authority to issue the Notice. Further, I have no evidence to support the reasons cited on the Notice for ending the tenancy. I therefore cancel the Notice. The tenancy shall continue until ended in accordance with the *Residential Tenancy Act*

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: June 22, 2018

Residential Tenancy Branch