



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated April 24, 2018.

The respondent Mr. M.H. did not attend the hearing within twenty five minutes after its scheduled start time at 11:00 o'clock a.m. on June 28, 2018 nor submit evidence. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the tenant and this arbitrator were the only ones who had called into this teleconference during that period. The applicant tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony/affirmed testimony, to make submissions and to call witnesses.

The tenant testifies that almost immediately after receiving the Notice of Dispute Resolution Proceeding from the Residential Tenancy Branch, he attended at the address given for the landlord in the one month Notice and gave a copy of it to the business receptionist at the front counter, in an envelope addressed to Mr. M.H.

Mr. J.P. testifies that he drove the tenant to the address and saw him hand the material to the receptionist.

The one month Notice indicates that the landlord is actually a limited company, not Mr. M.H., however, that Notice indicates that Mr. M.H, who signed it on behalf of the landlord is the "Landlord or Agent."

Section 89 of the *Residential Tenancy Act* (the “*Act*”) deals with service of applications of this nature. It provides that an application for dispute resolution may be served by leaving a copy with an agent of the landlord.

Mr. M.H. is clearly an agent of the landlord. Similarly, a receptionist at the front counter of a business is an agent for the purpose of receiving communications such as written correspondence. I find that service on the receptionist at the business site of the landlord and Mr. M.H. is good service on the landlord.

In result I find that the landlord has been duly served with the Notice of Dispute Resolution Hearing in this matter.

At hearings of this nature the initial burden falls to the landlord to show on a balance of probabilities that the one month Notice is a valid notice given for good grounds.

In the absence of such evidence the one month Notice cannot stand and I hereby cancel the one month Notice in question in this proceeding.

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 28, 2018

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Residential Tenancy Branch