



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding R.J. KENT THE RESIDENCE  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MT

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause and for more time to make the application.

### Issues(s) to be Decided

1. Is the Tenant entitled to more time to make the application?
2. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on July 28, 2016 as a month to month tenancy. Rent is \$2,400.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$1,200.00 and a pet deposit of \$1,200.00 at the start of the tenancy.

At the start of the hearing the Landlord questioned if the Residential Tenancy Act had jurisdiction in this matter as the tenancy is a supportive living situation with no medical assistance is involved in the tenancy.

The Tenant's Counsel said he believes the Act does have jurisdiction as Policy Guideline # 46 includes supportive living. Counsel said the Landlord's facility is described similarly as Policy Guideline #46.

As the Landlord's facility does not provide medical assistance and supportive living is included under the Act and Policy Guideline #46, I find the Residential Tenancy Act does have jurisdiction in this tenancy.

At the start of the hearing it was discovered the Tenant only received page one of the Landlord's one Month Notice to End Tenancy for Cause dated August 15, 2018. Page 1 of the One Month Notice to End Tenancy for Cause says that both pages must be

served to the Tenant. If page two is not served on the Tenant then the Tenant may not know the reasons for the Notice to End Tenancy and the Tenant may not be able to defend themselves.

I accept the Tenant's Counsel's testimony that the original One Month Notice to End Tenancy for Cause dated August 15, 2018 serviced to the Tenant did not have a page two with it. Consequently, I find the Tenant was incorrectly served and I am unable to validate the One Month Notice to End Tenancy for cause dated August 15, 2018. As a result, I cancel the One Month Notice to End Tenancy for cause dated August 15, 2018 and order the tenancy to continue as agreed in the tenancy agreement.

### Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated August 15, 2018 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

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: October 22, 2018.

---

Residential Tenancy Branch

---