



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARHAR GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

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 (the 1 Month Notice) pursuant to section 47.

The tenant, R.W. and his agent, S.C. (the tenant) attended the hearing via conference call and provided testimony. The landlord's agents (the landlord) attended the hearing via conference call and provided testimony. The tenant, D.S. did not attend as was unrepresented. The tenant's agent, S.C. stated he had no instructions or authorizations to appear for the tenant, D.S. Both parties confirmed that the tenant served the landlord with the notice of hearing package via Canada Post Registered Mail on February 20, 2019. The tenant stated that the landlord was not served with the initial submitted documentary evidence (copy of 1 month notice dated February 6, 2019) and that the second documentary evidence package was served to the landlord via facsimile on March 11, 2019. The landlord disputed that no evidence has been received from the tenants. The tenant state that no proof of service evidence has been submitted. Both parties confirmed the landlord served the tenants with their submitted documentary evidence in person on March 21, 2019. I accept the testimony of both parties and find that both parties have been properly served with the notice of hearing package and the landlord's submitted documentary evidence as per sections 88 and 89 of the Act. The tenants' submitted documentary evidence has been argued by the landlord that it was not received. The tenants were unable to provide sufficient proof of service evidence to support their claim. As such, I find in the circumstances that the tenants failed to properly serve the landlord with their submitted documentary evidence and as such, the tenants' evidence submission is excluded from consideration in this hearing.

Extensive discussions on the tenants' application for dispute revealed that the tenants were disputing a 1 month notice issued for cause dated February 6, 2019. The landlord repeatedly argued that a 1 month notice dated February 6, 2019 was not issued by the landlord. The landlord repeatedly stated that the only notice served to the tenants in February 2019 was a 10 Day Notice dated February 4, 2019. These facts were confirmed by both parties.

In the circumstances as the landlord has indicated that a 1 month notice dated February 6, 2019 was not issued to the tenants, I find that the tenants request to cancel a 1 month notice dated February 6, 2019 is not required. No further action is required.

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: March 29, 2019

Residential Tenancy Branch