



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened in response to an application by the Tenant for a cancellation of a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the “Act”).

The Landlord did not attend the hearing. The Tenant states that the application for dispute resolution and notice of hearing (the “Materials”) was served in person on March 14, 2019 to the Landlord’s secretary at the Landlord’s office. The Tenant states that its rent is paid to the Landlord’s secretary.

Section 89(1) of the Act provides that an application for dispute resolution must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by 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 registered mail to a forwarding address provided by the tenant;
- (e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*].

Section 1 of the Act provides that a “Landlord” includes the owner's agent or another person who, on behalf of the landlord, exercises powers and performs duties under this Act, the tenancy agreement or a service agreement. Based on the Tenant’s evidence that the Landlord’s secretary collects rent on behalf of the Landlord I find that the secretary performs duties under the tenancy agreement as an agent on behalf of the Landlord and that the Tenant has therefore served the Materials in accordance with the Act.

The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

#### Issue(s) to be Decided

Is the notice to end the tenancy effective?

#### Background and Evidence

The tenancy under written agreement started in 2017. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit and \$450.00 as a pet deposit. Rent of \$922.00 is payable on the first day of each month. On March 1, 2019 the Tenant received, in person, a one month notice to end tenancy for cause (the “Notice”). While two reasons have been selected on the second page of the Notice, the Notice does not contain any details for those reasons and no letter setting out such details was provided with the Notice. The Tenant has no idea why the Landlord is seeking to end the tenancy and has not done anything to cause the Landlord to seek an end of the tenancy. The Tenant has been extremely anxious in the period leading up to this hearing as a result. The Landlord also provided no evidence for this hearing to either the Tenant or the Residential Tenancy Branch (the “RTB”).

### Analysis

Section 47(1) of the Act provides that a landlord may end a tenancy by giving notice to end the tenancy if, inter alia,

- the tenant or a person permitted on the residential property by the tenant has
  - (i)significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - (ii)seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must, inter alia, when given by a landlord, be in the approved form. The form approved by the RTB includes a section for setting out details on the reasons stated on a notice to end tenancy for cause. As there are no details on the Notice and as no letter was attached to the Notice setting out the details for the stated reasons on the Notice I find that the Notice is not effective to end the tenancy.

Where a landlord seeks to end a tenancy for cause, the landlord carries the burden of proof to establish a valid reason for ending the tenancy. Further, ending a tenancy is a serious matter. Even if the Notice were effective, based on the Tenant's undisputed evidence that there is no reason to end the tenancy I find that the Notice is not valid and that the Tenant is entitled to its cancellation. I caution the Landlord going forward to not act lightly in carrying out its rights to end a tenancy in accordance with the Act.

Conclusion

The Notice is neither effective nor valid to end the tenancy and is cancelled. The tenancy continues.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: May 02, 2019

---

Residential Tenancy Branch