



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

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;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided testimony. Both landlord and tenant appeared with the assistance of an agent to speak on their behalf because of language issues.

Both parties confirmed that the tenants served the landlords with the notice of hearing package via Canada Post Registered Mail on August 5, 2019. Although the tenants submitted documentary evidence to the Residential Tenancy Branch (the RTB), the tenants did not serve copies to the landlords. The landlords confirmed that no documentary evidence was received. Both parties confirmed the landlords served the tenants with the submitted documentary evidence in person on September 18, 2019.

I accept the undisputed testimony of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act. As the tenants failed to serve their documentary evidence upon the landlord, I find that this submitted documentary evidence to be excluded from consideration for this decision.

Preliminary Issue(s)

At the outset the tenants' application was clarified. The tenants noted that the selection for the landlord to comply was made in error and could be cancelled. The landlords were advised and made no objections.

It was noted that the filed application did not include a notice to end tenancy issued for cause. The tenants confirmed that the RTB was not provided with a copy. The tenants stated that they were unable to provide any details of the 1 month notice. Extensive discussions revealed that the landlords also failed to submit a copy of the 1 month notice and that they were unable to provide any details of the notice. After 35 minutes, the tenants' application was dismissed.

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. Neither party was able to provide any details of the notice itself. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could provide any details as to when the Notice was issued nor the basis for its issuance. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice.

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: September 30, 2019

Residential Tenancy Branch