



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions.

The landlord acknowledged receipt of the tenant's application. On October 18, 2019 the landlord uploaded evidence to the file consisting of various pictures and two letters. The tenant testified that he was not served with any evidence.

The landlord testified the evidence was served on the tenant the day after it was uploaded to the file. The landlord testified that he posted the pictures to the tenant's door. The landlord then stated that he even spoke to the tenant at the time and gave him the evidence package directly and that his son also e-mailed a copy to the tenant.

The tenant denied receiving any evidence on his door or directly from the landlord or by e-mail.

The onus is on the party serving documents to provide sufficient proof of service. I find the landlord's testimony was inconsistent as to how the evidence package was served on the tenant. The landlord's evidence package was therefore excluded from this hearing.

### Issues

Should the One Month Notice be cancelled or is the landlord entitled to an order of possession for cause?

### Background and Evidence

The tenancy began approximately four years ago with a monthly rent of \$3800.00 payable on the 1<sup>st</sup> day of each month.

As per the tenant's application, he was served with a One Month Notice on the door of his rental unit on August 29, 2019.

Neither party submitted a copy of the One Month Notice on file.

### Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Section 47(3) requires that a notice must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states as follows:

Form and content of notice to end tenancy

- 52 In order to be effective, a notice to end a tenancy must be in writing and must
- (a) be signed and dated by the landlord or tenant giving the notice,
  - (b) give the address of the rental unit,
  - (c) state the effective date of the notice,
  - (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
  - (e) when given by a landlord, be in the approved form.

As the landlord did not submit a copy of the One Month Notice as evidence, I am unable to confirm if the One Month Notice complies with the form and content requirements of Section 52 of the Act.

The tenant's application to cancel the One Month Notice dated August 29, 2019 is therefore granted and this notice is hereby cancelled. I make no findings on the merits of the One Month Notice.

Conclusion

The One Month Notice dated August 29, 2019 is hereby cancelled.

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 29, 2019

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Residential Tenancy Branch