



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC

### 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.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenants served the landlord with the notice of hearing package in person. The tenants stated that the landlord was served with the 8 submitted evidence documents in person on July 17, 2020. The landlord disputed this claim arguing that no evidence has been served. The tenants were unable to provide any supporting evidence of service. The landlord stated that the tenants were served with the 44 document files posted to the rental unit door. The tenants disputed this claim arguing that no evidence has been served. The landlord was unable to provide any supporting evidence of service. I accept the affirmed testimony of both parties and find that both parties have been sufficiently served with the notice of hearing package as claimed. I find that as both the tenants and the landlord's documentary evidence has been disputed for service and neither party can provide any supporting evidence of service that the documentary submissions by both parties are excluded from consideration in this hearing.

The tenants disconnected from the call pre-maturely after 32 minutes. The hearing continued with the landlord until 42 minutes past the hour.

In extensive discussions with both parties the tenants' application was dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

Both parties confirmed that they had copies of the 1 month notice before them during the hearing. An attempt to gather the details of the 1 month notice from both parties failed. The landlord stated that he was unable to read the contents of the 1 month notice. In an application to cancel a 1 month notice the fundamental requirement are the details of that notice.

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In this case before me neither party has supplied a copy of the 1 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 for this application. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in the application to end a tenancy when there is cause. Neither party provided any details of the Notice. 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: August 24, 2020

---

Residential Tenancy Branch