



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNE, FFT

### Introduction and Preliminary Matters

On August 18, 2020, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for End of Employment (the “Notice”) pursuant to Section 48 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing with A.W. attending as an advocate for the Tenant. The Landlord did not attend at any point during the 24-minute hearing. All in attendance provided a solemn affirmation.

The Tenant advised that the named Respondent was actually the first names of two separate people and that he was not sure of their last names. He was advised that he is required to name his Landlord accurately on the Application. Furthermore, he stated that he served the Notice of Hearing package to whom he believed to be his Landlord. This was served by registered mail to the Landlord’s office address on August 21, 2020; however, he did not have any proof of this registered mail service.

He stated that he also served a copy of the Notice of Hearing package to a staff member that is employed by his Landlord. This was served by hand on August 21, 2020. Finally, he advised that he served a copy of the Notice of Hearing package by placing it in his Landlord’s mailbox on August 21, 2020. These methods of service were witnessed by A.W.

They advised that whoever the Tenant’s Landlord is, this person or people do not conduct business in an ethical manner. A.W. stated that the Tenant had been away from the rental unit for a few weeks and the Tenant had heard that a notice to end tenancy was posted on his door. This was then subsequently taken down by his

Landlord. The Tenant submitted that he was warned by his Landlord that sheriffs would soon come and have him physically removed from the rental unit.

He stated that he did not receive any notice to end tenancy from his Landlord and that he was filing this dispute as a preventative measure in the event that a notice to end tenancy had been served to him by the Landlord. He confirmed that he had no notice to refer to to continue this dispute.

Based on this undisputed testimony, without even knowing if the Tenant was served with a notice to end tenancy pursuant to the *Act*, I cannot render a Decision on the validity of a notice that is not even before me and may or may not have ever been served to the Tenant. As a result, I dismiss this Application without leave to reapply.

As the Tenant was not successful in this Application, I do not find that the Tenant is entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

Based on the above, the Tenant's Application is dismissed without leave to reapply.

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 2, 2020

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Residential Tenancy Branch