



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAINCITY HOUSING AND SUPPORT  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

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

- an order of possession for cause, pursuant to section 55.

The tenant did not attend this hearing, which lasted approximately 19 minutes. The landlord's two agents, landlord MM ("landlord") and "landlord ML" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the manager and landlord ML confirmed that she was the supervisor, both employed by the landlord company named in this application. Both agents confirmed that they had permission to represent the landlord company at this hearing.

Landlord ML confirmed that she witnessed another landlord agent personally serve the tenant with the landlord's application for dispute resolution hearing package on October 29, 2020. In accordance with sections 89 and 90 of the Act, I find that the tenant was personally served with the landlord's application on October 29, 2020.

Landlord ML stated that she witnessed another landlord agent personally serve the tenant with the landlord's One Month Notice to End Tenancy for Cause, dated August 26, 2020 ("1 Month Notice") on August 25, 2020. Both landlord agents were confused as to why the notice was dated for August 26, 2020, one day after the notice was served to the tenant. Initially they indicated that the notice was served on August 26, 2020, then they stated that the notice had the wrong date which should have been August 25, 2020. They said that the landlord agent who signed the notice was away on vacation so they could not ask him.

The landlord's proof of service states that landlord ML served the notice and another landlord agent witnessed the service to the tenant on August 25, 2020. Yet the proof of service document is dated for October 22, 2020, which the two landlord agents said was when the landlord's application was served to the tenant. But landlord ML said she did not serve the notice, another landlord agent did, and landlord ML witnessed it. When I notified them that they already told me the application was served on October 29, not October 22, they seemed even more confused.

The landlord's two agents spent 19 minutes of the hearing time sorting through their paperwork and appeared to be confused by the service dates of both the landlord's application and the 1 Month Notice.

I find that the landlord did not serve the tenant with the landlord's 1 Month Notice, as required by section 88 of the *Act*. The notice is dated one day after the landlord apparently served the notice to the tenant. Conflicting dates of service and people involved in service were provided by the landlord. The landlord's two agents were given ample time during the hearing to look up and provide the correct information.

I notified the landlord's agents that the landlord's application was dismissed without leave to reapply. I informed them that they would be required to file a new application, pay a new filing fee, and provide proof of service at the next hearing, if they choose to pursue this matter further. I notified them that the landlord's 1 Month Notice, dated August 26, 2020, was cancelled and of no force or effect, as the date of the notice and the service dates were conflicting.

### Conclusion

The landlord's application is dismissed without leave to reapply. The landlord's 1 Month Notice, dated August 26, 2020, is cancelled and of no force or effect.

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: November 30, 2020

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Residential Tenancy Branch